

**STATE OF MICHIGAN
IN THE COURT OF APPEALS**

44TH CIRCUIT COURT, 53RD DISTRICT
COURT, & LIVINGSTON COUNTY
PROBATE COURT,

Plaintiffs,

Case No.:

v.

COUNTY OF LIVINGSTON &
LIVINGSTON COUNTY BOARD OF
COMMISSIONERS,

Defendants.

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EXHIBITS TO
COMPLAINT

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Exhibit 2

AGREEMENT

BETWEEN

**LIVINGSTON COUNTY CIRCUIT COURT;
OFFICE OF THE FRIEND OF THE COURT;
PROBATE COURT OF LIVINGSTON COUNTY; AND THE
53RD DISTRICT COURT OF LIVINGSTON COUNTY**

AND

**MICHIGAN ASSOCIATION OF
PUBLIC EMPLOYEES/MAPE
THE CERTIFIED *UNION* REPRESENTING THE
LIVINGSTON COUNTY EMPLOYEES ASSOCIATION**



**EFFECTIVE:
1.1.2023 - 12.31.2025**



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AGREEMENT

This Agreement is entered into this ____ day of _____, 2023, effective January 1, 2023, where applicable, by ***Livingston County Circuit Court and Office of the Friend of the Court, Probate Court of Livingston County; and the 53rd District Court of Livingston County***, collectively hereinafter called the “Employer”, and the **Michigan Association of Public Employees/MAPE** the Certified *Union* representing the ***Livingston County Employees Association***.

ARTICLE 1 RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes and acknowledges that the Union is the exclusive representative for the purpose of collective bargaining with the Employer in respect to pay, wages, hours of employment and other conditions of employment for the:

Regular full-time and part-time employees of the (1) Livingston County Circuit Court (including Friend of the Court office); (2) Livingston County Probate Court; and, (3) the 53rd District Court of Livingston County (which are distinctive collective bargaining units), including only court officers, court reporters, some secretaries and juvenile officers of the Circuit Court, but excluding all other employees, including, but not limited to, Chief Deputy Clerk of District Court, Court Administrator/Register/Hearings Officer at Probate Court, juvenile court psychologists, the Friend of the Court, research attorneys, law clerks, circuit court probation officers, and the Magistrate of the District Court, Court Administrators, Shelter Home Coordinator, house parents and Foster Care/Adoption Supervisor, Juvenile Register, Probate Register, Court Financial Officer, and Supervisors.

ARTICLE 2 AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3

UNION SECURITY

A. The Employer will not discriminate against any employee because the employee voluntarily chooses to be a member of the Union or to otherwise pay fees to the Union for bargaining and defending the Collective Bargaining Agreement; nor will the Employer discriminate against any employee who chooses not to be a member of, or not to pay dues/fees to the Union.

B. Upon completion of thirty (30) calendar days of employment, membership in the Union or compliance with payment of the representation fees shall be voluntary. If an employee voluntarily submits a dues/fees deduction form, the Employer agrees to deduct Union dues/ fees to become effective the first payday of the month following the employee's successful completion of thirty (30) calendar days of employment.

C. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, or who voluntarily authorizes the payment of representations fees, subject to all of the following conditions:

1. The Union shall obtain from each employee who voluntarily agrees to become members or pay a representation fee a completed Check-Off Authorization Form which shall conform to the respective state and federal law(s) concerning that subject.
2. All Check-Off Authorization Forms shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the Union's Treasurer and no check-off shall be made until such deficiency is corrected.
3. The Employer shall check-off obligations which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation. If an employee withdraws his/her check-off authorization form, in writing to the Employer and the Union, no deduction shall be made commencing with the first full pay-period after the authorization was withdrawn. The Employer is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.
4. The Employer's remittance shall be deemed correct if the Union does not

give written notice to the Employer within two (2) calendar weeks after a remittance is transmitted, of its belief, with reason(s) stated therefor, that the remittance is incorrect.

5. The Union shall provide at least thirty (30) calendar days' written notice to the Employer for the amount of Union dues and/or representation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) calendar days prior to its implementation.
6. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this Article sub 3. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

D. The Parties agree that should the Michigan Right to Work Act be repealed or determined with finality to be unlawful, the Union Security provisions found in Article 3 of the 2010-2013 Collective Bargaining Agreement between the Livingston County Circuit Court, Office of Friend of the Court, Probate Court of Livingston County, the 53rd District Court of Livingston County and MAPE shall be reinstated. However, either party may then also request to meet and bargain over amendment of this section of the Collective Bargaining Agreement.

ARTICLE 4 **STEWARDS**

The Employer recognizes the right of the Union to designate a Steward and an Alternate from the seniority list in each court as follows:

Friend of the Court
Central Services, Circuit Court, Probate Court, and Juvenile Courts
District Court

The authority of the Steward and Alternate so designated by the Union shall be limited to and shall not exceed the following duties:

- A. The investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.

B. The Steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the court involved without loss of time or pay during his regular working hours; provided, however, this privilege shall not be abused.

ARTICLE 5

MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Operation. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America.

B. Overtime. The Employer has the right to schedule overtime work as required in a manner most advantageous to the courts.

C. Work Schedule. The Employer shall have the right to determine reasonable schedules of working hours and days in each respective court and to establish the methods and processes by which such work is performed.

D. Discipline and Discharge. The Employer reserves the right to discipline and discharge non-probationary employees for just cause.

E. Retention of Rights. The Employer reserves and retains solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, layoffs, etc., for the orderly and efficient operation of the court.

F. Contracts. The Union recognizes that the Employer has statutory rights and obligations in contracting for matters relating to court operations. The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members, nor to decrease the size of the bargaining unit. Notwithstanding the above, Circuit Court reporters may be replaced with a recording and/or video system.

Further, District Court and Probate Court recorders/reporters functions may be replaced by recording and/or video system, as permitted by law.

G. Delegations. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.

H. Direction of Work Force. The Employer reserves the right to direct the work force and assign duties and responsibilities.

I. Job Improvement. The Employer reserves the right to require employees to attend schooling for improvement in their ability to perform their duties at the expense of the Employer.

J. Physical Examination. The Employer reserves the right to require an employee, at the Employer's expense, to take a physical examination (1) if it should appear that said employee is having difficulty in performing his/her duties based upon health related reasons, including a pattern of reoccurring absenteeism; (2) on the return from leave of absence; or (3) if the Employer has reasonable cause to believe that an employee is abusing sick leave. The physical examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on both parties. The expense of the third party shall be shared equally by the Employer and the employee. On the basis of said physical examination, the Employer may sever said employee.

K. Background Checks. New employees will be subject to a criminal history background check and drug testing. For new employees whose duties would have them in contact with children, there is also a requirement for a Central Registry check with DHS.

L. Chief Judge Rule. All parties recognize the authority of the Chief Judge that is set forth in Chief Judge Rule 8.110.

M. Consolidated Courts. Should there be a statutory directive, local administrative order, or Supreme Court order to consolidate the Courts that materially affects the duties and responsibilities of any union position, the current collective bargaining agreement will be reopened to address the effects of such order or directive at the request of either the Union or Employer.

ARTICLE 6

COURT PERSONNEL RULES

The Employer may provide Personnel Rules for use in the applicable unit. In any conflict between the Unit Personnel Rules and this Agreement, this Agreement shall take precedence.

ARTICLE 7

GRIEVANCE PROCEDURE

A. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

B. Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such grievance, dispute or complaint promptly through the following steps.

STEP 1- Oral Presentation: Any employee having a grievance shall first take up the matter with his/her immediate supervisor and Union representative. A grievance not submitted within five (5) working days of its occurrence or when the employee could reasonably have obtained knowledge of its occurrence shall be considered automatically closed.

STEP 2- Written: In the event the supervisor in STEP 1 does not give a decision within five (5) working days, or the matter is not satisfactorily settled in STEP 1, the employee or Steward shall reduce the grievance to writing and present a copy to the immediate supervisor. Said grievance shall be signed by the grievant and must be presented within five (5) working days to the immediate supervisor from the Employer's disposal of the grievance or failure to dispose of same at STEP 1. Said supervisor shall, within five (5) working days after receipt of the written grievance, give his decision in writing. The Union may automatically take it to the next step of the grievance procedure if no decision is given in five (5) working days by the said supervisor. Unresolved grievances shall proceed to STEP 3, provided they have been appealed within five (5) working days from the date the answer was received or due.

STEP 3- Appeal to Chief Judge: In the event the grievance is not settled or disposed of at STEP 2, and it has been properly appealed to STEP 3 as provided in STEP 2 above, the presiding judge of the Court involved and a representative of the Local Union and MAPE shall meet within twenty (20) working days of the day of appeal, unless otherwise mutually extended by Agreement in writing to discuss the grievance and, if the parties at this step cannot settle the grievance or otherwise dispose of it, the said judge, within five (5) working days of the meeting, shall give his answer to the grievance in writing.

STEP 4- Arbitration: In the event the grievance is not settled at STEP 3, the grieving party may appeal, within twenty (20) working days of the said judge's answer or failure to answer, to arbitration. The Employer and the Union shall mutually select the Arbitrator. The arbitration procedures under this contract, including the selection of an Arbitrator, in the event the parties are not able to mutually agree on an Arbitrator, shall be conducted under the voluntary rules and regulations of the American Arbitration Association.

The Arbitrator shall proceed as promptly as possible to hear the controversy between the parties. The decision of the Arbitrator shall be binding and final on both parties.

The Arbitrator's decision on any matter properly submitted as a grievance for dispute must be based upon an interpretation of the provisions of this Agreement or any supplemental agreements entered into between the Employer and the Union.

The Arbitrator shall have no authority to require the Employer to purchase buildings or new equipment.

The Arbitrator shall have no power to add to or subtract from or modify the terms and conditions of this Agreement.

The Arbitrator's fees and the expense of arbitration shall be shared equally by the Employer and the Union. However, each party shall bear their own expenses in connection with the arbitration.

C. Any grievance not appealed from a decision in one of the steps above to the next step within the prescribed time limits shall be considered dropped and not subject to further appeal unless the time limit is extended by mutual Agreement by written memorandum.

D. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to be withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 8

DISCHARGE AND SUSPENSION

A. The Employer shall have the right to discipline non-probationary employees for cause up to, and including, discharge.

B. Notice of Discharge or Suspension. Before disciplinary action resulting in loss of pay or time off including discharge, is taken against an employee, he/she shall be given an opportunity to state his/her position and offer any evidence immediately available to the supervisor who is rendering such discipline. The Steward or other union officer shall be present at such time, if requested by the member. If the Steward or other union officer is not available, notice shall be sent to the Union Steward by the Employer of any such discipline or discharge within eight (8) work hours of the invocation of such discipline or discharge.

C. The discharged or suspended employee shall be allowed to discuss his/her discharge or suspension with an available Steward or other union officer and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer.

D. Appeal of Discharge or Suspension. Should the discharged or suspended employee or a Steward consider the discharge or suspension to be improper, a written grievance shall be presented through the Steward beginning at STEP 3 of the grievance procedure within five (5) regularly scheduled working days of the discharge or suspension. The Chief Judge or his/her designee, a representative of the Local Union and a MAPE representative shall meet within twenty (20) working days of the grievance being filed in an attempt to resolve the grievance. The Judge shall give his/her answer in writing within five (5) regularly scheduled working days after the meeting. If the decision is not satisfactory to the Union, the matter shall be referred to STEP 4 of the grievance procedure.

E. Oral Reprimand. Oral reprimands shall not be grievable and they shall not be considered as discipline. Written summaries of an oral reprimand may be placed in employee's personnel file, provided a copy is also made available to the affected employee. Oral reprimands may be subsequently used by the Employer when the Employer gives a written warning and/or later disciplines the employee provided said warning and/or disciplines occur within six (6) months of the issuance of the oral reprimand. If no such written warning or later discipline occurs within six (6) months of the

issuance of the oral reprimand, the summary shall be removed from the employee's personnel file.

F. Special Conferences. Special conferences for important matters will be arranged between the Livingston County Employees Association President and the Employer, or its designated representative, upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matter to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Local and/or a representative of Michigan Association of Public Employees/MAPE.

The Union representative may meet at a place designated by the employee on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

The provisions of this paragraph for special conferences shall not be abused.

G. Disciplinary Time Off. At the Employer's option disciplinary time off due to a disciplinary action concerning the employee's attendance may be deducted from the employee's accumulated vacation in lieu of requiring employee to miss scheduled work days as an unpaid disciplinary suspension, up to a maximum of ten (10) work days per year.

H. Records of disciplinary action, except those as described in Article 8 Section E, shall remain in the employee's official personnel file for up to two (2) years from the date of issuance of said discipline. After two (2) years from the date of issuance of the discipline, the employee may request in writing to the applicable Chief Judge, or his/her designee, to have the discipline removed from their personnel file. The discipline shall be removed from

any and all personnel files provided there have been no further substantiated violations, or acts, similar in nature to those of the original discipline.

ARTICLE 9 **SENIORITY**

A. There shall be no unit-wide or court-system-wide seniority. Seniority shall be restricted to the specific unit in which the employee works.

B. For purposes of seniority, the following specific units are hereby recognized:

1. Friend of the Court
2. Central Services, Circuit Court, Probate Court, and Juvenile Court
3. District Court

C. Probationary Employees. New employees hired in the unit shall be considered probationary employees for the first ninety (90) days of actual work of their employment, during which time they may be disciplined or discharged without recourse to the grievance procedure. During the probationary period, employees are at will. The Union shall have no right to represent said employees during the probationary period on any matters relating to discipline or discharge. Employees may be terminated or disciplined within the sole discretion of the Employer during the probationary period. The Employer may extend the probationary period for another ninety (90) days of actual work when the Employer determines that the employee is only marginally or is unsatisfactorily performing his/her duties. In the event that the Employer decides to extend the probationary period the subsequent ninety (90) days, the Employer shall notify the Union and the affected employee prior to said extension. The decision to extend the probationary period shall not be grievable. When an employee satisfactorily completes the probationary period of either ninety (90) days of work or one hundred eighty (180) days of work, he/she shall be entered on a seniority list of the court in which he/she works with his/her seniority date beginning at the date of his/her hire.

D. Seniority shall not be affected by age, race, creed, sex, religion, marital status, national origin, or physical handicap, as required by law.

E. In the event there is a vacancy in any unit, said vacancy shall be posted unit-wide (all courts) on designated bulletin boards for a period of five (5) working days and may also be posted or advertised outside of the three court units. In the situation where the Employer waives a job requirement(s), this decision will be included in the posted notice. Employees in the unit where the vacancy occurs may bid for the job. Employees in the other court units may apply for the job during this time, but shall not be given any preference or additional consideration, nor do they have the right to "bid" for the same as provided hereunder.

1. Those bidding for the vacancy from the unit where the vacancy occurs shall be given preference for said job based upon seniority, no prior substantiated disciplinary action and ability to do the work.
2. Employees who bid and are employed hereunder shall be given up to a thirty (30) calendar day trial period. Any employee disqualified for the bid job within the thirty (30) calendar days shall be given a written statement of reasons for the disqualification.
3. During said thirty (30) calendar day trial period, at any time, at the employing judge's sole discretion, said employee may be disqualified.

It is agreed that this subsection (9E) shall not apply to filling the Judicial Secretary, and positions classified at Pay Grade VIII or above as set forth in Appendix A, except the Employer agrees to post a notice of the available position in all courts.

F. In the event an employee having seniority in a given court completes the qualifying period to the satisfaction of the employing judge, said employee then will carry his/her full seniority from the previous court into the court in which he/she is accepted.

G. Employees who bid as a matter of right or by acceptance, who are disqualified within the first thirty (30) calendar days or elect to return to their previous job within the first thirty (30) calendar days after working on the job, shall be permitted to return to their previous job with full seniority rights.

H. Each court will keep the seniority list up-to-date at all times and will provide the Union with up-to-date copies at least every six (6) months, if requested.

- I. Job descriptions and up-dated job descriptions will be kept at the Personnel Office. The Union Representatives may review them. The Parties recognize that the Employer is maintaining its right to change job descriptions.

ARTICLE 10

LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons:

- A. Quits.
- B. Discharged for just cause, if non-probationary employee.
- C. Does not return to work when recalled from layoff as set forth in the Recall Procedure. In proper cases, exceptions shall be made with the consent of the Employer.
- D. Failure to return from sick leave and leaves of absence when scheduled to return.
- E. Retires.
- F. If the employee falsifies his employment application and same is discovered within ten (10) years of initial employment.
- G. If the employee refuses to take a physical examination at the Employer's request and cost upon the completion of a medical leave of absence for good cause shown, or upon the return to work from absence because of injury or illness, or when the employee's physical capabilities interfere with his/her job performance.
- H. If an employee comes to work intoxicated or under the influence of illegal drugs or drinks intoxicating beverages or takes illegal drugs on the job or, except in the line of duty, brings intoxicating beverages or illegal drugs to or in the Employer's premises and/or vehicles at any time.
- I. Knowingly reveals confidential information to unauthorized persons.
- J. Knowingly provides legal aid or makes legal references to the public.

- K. He/she is convicted or pleads guilty or nolo contendere to a felony.

ARTICLE 11

LAYOFFS

A. Permanent Employees. The Employer may lay off employees. The duties performed by an employee laid off may be reassigned within reason to other employees already working who hold positions in appropriate classes.

B. Order of Layoff. Layoff of employees shall be made by inverse order of their Seniority within a position classification in their respective court or Friend of the Court office, with probationary employees being laid off first, then part-time employees. The Employer shall give written notice to the employee and the Union of any proposed layoff. Such notice shall be submitted at least ten (10) working days before the effective date thereof.

ARTICLE 12

RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at the last known address by certified mail. If any employee fails to report for work within ten (10) working days from date of mailing of notice of recall, he/she shall be considered to have quit. An employee shall notify the Employer in writing of any change in name, address or telephone number promptly and, in any event, within five (5) work days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his/her record for all purposes involving his/her employment.

ARTICLE 13

TRANSFERS

A. Transfer of Employees. If an employee is transferred to a position under the Employer not included in the Unit, and is thereafter, within five (5) years, transferred again to a position within the Unit, he/she shall have the seniority they earned while working in

the unit. After being out of the unit for five (5) years or more, the employee shall not have prior seniority when transferring back to the unit. Employees not previously in the bargaining unit transferring from other County units and those who were previously in the unit and transfer back shall be given credit for service time in computing of benefits, i.e., vacation accrual, sick leave accrual, etc., but shall earn no seniority while working outside the bargaining units and shall be placed on a step which will result in no loss of pay.

B. The Employer agrees that employees shall not be arbitrarily transferred from Brighton to Howell or vice versa. The Employer agrees to allow consenting employees to exchange Brighton/Howell work locations with the written concurrence of the employees involved, subject, however, to the affected judge's final approval or disapproval.

C. The Employer agrees that it will discuss any movement of work not covered in (A) or (B) with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE 14

REINSTATEMENT OF VETERANS

The re-employment rights of employees who leave employment to serve in the Armed Forces of the United States of America will be in accordance with all applicable laws and regulations.

ARTICLE 15

LEAVES OF ABSENCE

A. Leaves of absence without pay for periods not to exceed six (6) months or a period of time equal to an employee's accumulated seniority at the time of the requested leave, whichever is less, may be granted, in writing, without loss of seniority for the below stated reasons. Once an employee has exhausted all paid leave banks, an employee has thirty (30) calendar days to apply in writing for an unpaid Leave of Absence which may begin retroactive to the first day of unpaid leave, if approved. However, it is expressly understood and agreed that while an employee is on a leave of absence without pay, he/she shall not

accrue or maintain any benefits otherwise provided to employees, excepting only that health and dental shall continue to be paid by the Employer for the first sixty (60) calendar days of said leave of absence and seniority shall be maintained while on said leave, but shall not accrue during said leave. This Section does not apply to a Family and Medical Leave Act {FMLA} leave unless otherwise noted.

1. Disability leave, being an employee disability, including mental or physical (including an employee's pregnancy) which is not covered under the FMLA. The disability must be certified by an attending physician.
2. Prolonged illness in immediate family, which must be certified by an attending physician which is not covered by the FMLA. The definition of "immediate family" for purposes of this section shall be: spouse, parents, sister, brother, children, stepchildren, or a relative or in-law living or making his home in the employee's household.
3. If the Employer has reason to question an employee's need for a disability leave, the Employer may request certification of the employee's ability to work from employee's attending physician or Employer's selected doctor.
4. Such leaves may be extended for like cause for up to a six (6) month period of time, provided the employee makes written application for such extension at least one (1) month prior to the expiration date of the current leave.
5. Members of the Union elected to attend a function of MAPE, such as conventions or educational conferences, shall be allowed time off without loss of seniority to attend such conferences and/or conventions. The total time allowed off shall not exceed ten (10) working days per year for the entire membership. Not more than one (1) employee per court unit shall be allowed said leave at any one time per year.
6. In addition to the leaves of absence provided above, the Employer may, in its sole discretion, grant a leave of absence for additional causes, provided same are in writing.

B. When an unpaid leave of absence under this Agreement is granted for a specific period of not more than six (6) months, and is not extended beyond such period, the individual shall return to the position he/she held at the time the leave was granted, seniority permitting, or to a position to which their seniority entitles them. When an unpaid leave is required for a period of more than six (6) months, the employee's position will not automatically be held open for him/her. Employee shall be reinstated after return from leave when comparable employment for which the employee is qualified is available with the court for which the employee worked. If comparable employment is not immediately available, the employee shall be on layoff status until a position is available.

C. Employees shall maintain, but shall not accumulate seniority while on any leave of absence granted by the provisions of this Agreement. Benefits provided for under this Agreement shall not be maintained nor accrue while on an unpaid leave of absence, except health, dental and life insurance shall be paid for by the Employer for the first sixty (60) calendar days of a leave of absence, and if the leave is a FMLA leave, health, dental and life insurance shall continue for twelve (12) weeks.

D. The Parties agree that each has the right to exercise its rights under the Family and Medical Leave Act in addition to rights contained under this contract.

E. Employees shall exhaust all applicable accrued paid leave, except purchased time under the Livingston County Flexible Benefit Plan, prior to an unpaid leave of absence under this Article. Employees may opt to maintain a maximum of forty (40) hours of accrued time off in lieu of exhausting their paid leave banks.

ARTICLE 16

UNION BULLETIN BOARDS

The Employer will provide one (1) bulletin board in an appropriate place in each building to be used by the Union for posting of notices of the following types:

Notices of recreational and social events;
Notices of Union elections;
Notices of results of Union elections; and
Notices of meetings.

ARTICLE 17
RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be placed in an existing classification, the Employer reserves the right to establish a classification and rate structure, subject to the provisions stated below. Under such circumstances, the Employer shall notify the Union at least twenty-one (21) calendar days prior thereto. In the event that the Union disagrees with the classification and/or rates, it shall so notify the Employer in writing, within fourteen (14) calendar days. The Employer shall meet and discuss and negotiate the same, if notified by the Union within the fourteen (14) calendar day period. In the event the parties reach an impasse and cannot reach an agreement, the Employer may implement its last best offer. Any disagreement by the Union shall not be subject to the grievance procedure.

ARTICLE 18
TEMPORARY ASSIGNMENTS

A. An employee who is temporarily assigned to perform majority of his/her duties and responsibilities in a position of a higher classification for more than five (5) consecutive work days shall receive the rate of pay of the higher classification for all hours worked while filling such vacancy beginning the sixth working day, and retroactive to the first day of their assignment. An employee temporarily assigned to work in a position at the same or lower salary grade shall not suffer any loss of pay during the period of the temporary assignment. The new rate of pay of the individual being temporarily assigned should be at least equal to the minimum of the new salary range and/or the closest step that would result in at least a five percent (5%) increase.

B. When the Employer is temporarily filling a position of a higher classification, for a period of sixty (60) calendar days or less, the Employer reserves the right to select the person who it believes is best qualified for the position from the bargaining unit. Assignments of sixty-one (61) calendar days or more shall be filled per Article 9(E). All

temporary assignments to Judicial Secretary positions shall not be limited by this subsection and shall be in the Employer's discretion.

ARTICLE 19

PART-TIME PERSONNEL

- A.** Personnel budgeted and regularly scheduled to work twenty (20) hours per week or less will receive no benefits and will progress up the salary schedule annually.
- B.** Personnel budgeted and regularly scheduled to work twenty-one (21) to thirty-one (31) hours per week will receive five (5) vacation days (40 hours) and six (6) sick days (48 hours) per year. They will progress up the salary schedule annually. Personnel scheduled to work thirty (30) hours per week will be eligible for Blue Cross/Blue Shield insurance coverage.
- C.** Personnel budgeted and regularly scheduled to work thirty-two (32) to thirty-nine (39) hours per week will receive eight (8) days (64 hours) vacation and nine (9) sick days (72 hours) per year. They will be eligible for Blue Cross/Blue Shield insurance and progress up the salary progression scale annually.
- D.** The number of hours scheduled will be the number of hours approved by the Livingston County Board of Commissioners for the position. Hours compensated shall mean time for which an employee receives compensation, whether from actual work, or sick, vacation, or compensatory time.

ARTICLE 20

OVERTIME

- A.** For Fair Labor Standards Act (FLSA) non-exempt employees, time and one-half will be paid only for any hours worked over forty (40) per week. In lieu of overtime, employees may be granted compensatory time off at time and one-half consistent with the Federal Fair Labor Standards Act. The decision to grant compensatory time off will be determined by the Employer after consultation with the employee. Employees considered exempt per

the FLSA will receive time and one-half (1 1/2) for overtime in compensatory time off for any hours worked over forty (40) per week.

B. Double time will be paid, or double time allowed off within the same pay period, for all requested and approved hours worked on holidays that are defined in the Agreement. The decision to grant time off will be determined by the Employer after consultation with the employee.

C. Overtime hours shall be divided as equally as possible among employees in the same classifications in their respective unit, provided they are qualified and able to do the work assigned. An up-to-date list showing overtime hours will be posted monthly in a prominent place in their respective units. This section of the Agreement shall not apply to FLSA exempt employees (professional employees).

When overtime is required, the person with the least number of overtime hours in that classification within their respective unit, provided they are qualified and able to do the work assigned, will be called first, and so on down the list, in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work will be charged the average number of overtime hours of the employees working during the overtime period.

The sole remedy for failure to equalize overtime shall be that the employee will receive preference for future overtime work until such situation is corrected.

D. In any event, overtime is compulsory and shall be computed from January 1 through December 31 of each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

E. The Employer has the right to assign employees to be on call. Employees required to be on call will be compensated at time and one-half (1 1/2) pay or compensatory time off, despite Article 20, Section A, when actually required to work when outside their normal

working hours, i.e., direct client communication or direct communication with others pertaining to a particular client. Employees required to be on call for a seven consecutive day period will also be provided with five (5) hours of comp time in addition to the above, or pro rata, if less than seven (7) consecutive days. If the Court orders placement of a child outside the home and a hearing is statutorily required on a weekend, the employee shall receive five (5) hours of compensatory time in addition to the above.

ARTICLE 21

WORKING HOURS

- A.** The regular full working day shall not exceed eight (8) hours per day, exclusive of the lunch period, and the normal work week shall not exceed forty (40) hours, Monday through Friday, inclusive.
- B.** The regular work shift for each unit shall be established from time to time by the employing judge pursuant to the rights set forth in Article 5(C) hereof.
- C.** Employees shall be granted a one (1) hour lunch break at or near the mid-point of their shift hour period.
- D.** The Employer will make every effort to provide employees with an uninterrupted fifteen (15) minute break in the a.m. and in the p.m. as scheduled by the Employer. The Union acknowledges that, due to the nature of the Employer's business, an uninterrupted break will not always be possible.

ARTICLE 22

SICK-PERSONAL LEAVE

Subject to the Michigan Paid Medical Leave Act, 2018 PA 369: Employees covered by this Agreement shall accrue 3.7 hours of sick leave with pay for each pay period of service. Sixteen (16) hours of sick leave per year may be converted to personal leave time. Unused personal leave is not accumulative. This type of leave can be taken for

personal reasons; however, two (2) working days' notice must be given prior to the date of absence.

A. Unused sick leave may be accumulated up to a maximum of one hundred and twenty (120) days.

B. Employees absent from work on legal holidays, during paid sick leave up to thirty (30) consecutive days, vacations, or for disability arising from injuries sustained in the course of their employment up to thirty (30) consecutive days (includes workers' compensation up to thirty (30) consecutive days), shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were employed, subject, however, to the maximum limitation herein provided.

C. An employee eligible for sick leave with pay may use such sick leave for absence:

1. Due to personal illness, dental care, physical incapacity caused by factors over which the employee has no reasonable control.
2. Due to exposure to contagious disease by which the health of others would be endangered by attendance at work Employees sick with the flu or other contagious illness are encouraged to stay home. A physician's statement, at the Employer's expense, recommending absence from work may be requested. The Employer reserves the right to select the physician in such a case.
3. Due to illness of an immediate family member who requires the presence of the employee for their well-being.

The term "immediate family" as used in this section shall mean spouse, children, Step-children, brothers, sisters, parents, grandparents, grandchildren, mother-in-law, father-in-law, or legal dependents.

4. Due to lost time not covered by workers' compensation if employee is injured on the job.

D. A physician's certificate of the employee's inability to work, or ability to return to work may be required:

1. If it is necessary to be absent on sick leave for more than three (3) working days.
2. When an employee is ready to return to work following a prolonged illness.

E. When an employee finds it necessary to be absent for any reason, he/she shall cause the facts to be reported to his/her supervisor prior to the date of absence when possible and, in any event, such report must be made within one (1) hour after the employee is to report for work. Failure to do so may be cause for denial of sick leave with pay for the period of absence and shall subject the employee to disciplinary action.

F. Employees who have been asked to act as pallbearers may take sick leave to perform this service. Such use of sick leave is not to exceed one (1) day.

G. Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one (1) hour.

H. Sick leave is provided for protection against loss of income in event of unavoidable absence resulting from illness, injury, or death in the family. Use of sick leave for personal business is not allowed and its use as such may be cause for disciplinary action.

I. Payment will be made for fifty (50%) percent of unused sick leave upon either death, retirement, discharge, or resignation of non-probationary employment.

J. An employee shall be allowed time off with pay due to death in immediate family, other than spouse or child, (step-children, brothers, sisters, parents, grandparents, grandchildren, mother-in-law, father-in-law, or legal dependents) but limited to three (3) working days not deducted from sick leave. For the death of a spouse or child, an employee shall be allowed five (5) working days off with pay not deducted from sick leave. However, the Employer may grant additional time if requested, based upon extenuating circumstances. One (1) day of funeral leave shall be permitted for attending the funeral of a brother-in-law or a sister-in-law, an aunt or an uncle.

K. Family and Medical Leave. The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act in addition to rights contained under this contract.

**ARTICLE 23
VACATION LEAVE**

A. Effective the employee's anniversary date of hire, for employees still employed upon the date of execution of this Agreement, eligible employees covered by this Agreement shall earn vacation leave with pay in accordance with the following schedule:

1st through 4th year	10 days
5th through 9th year	15 days
10th year and over	20 days

In addition to the above accumulated vacation days, employees may purchase up to forty (40) additional hours of vacation time at their straight time rate. For purposes of this Agreement, purchased vacation days shall be treated the same as accumulated vacation days.

An employee who has purchased pre-tax vacation under the VP Plan must use all purchased vacation by the end of the Plan Year. If an employee is not able to use all the purchased hours, Human Resources Department will arrange for a TAXABLE cash reimbursement, known as a VP Plan vacation cash-out.

Vacation leave shall be accrued and credited per pay period, with approximately 1/26th the annual amount to be earned each pay period. Vacation leave shall be accounted for in hours and fractions thereof.

EXAMPLE: An employee with six years seniority shall earn 4.62 hours of vacation per pay period.

B. Anything to the contrary notwithstanding in Article 23, an employee shall not be eligible to take vacation leave during his/her probationary period. Upon completion of said probationary period, an employee shall be credited with earned vacation time.

C. Absence on account of sickness, off-the-job injury, or disability in excess of that hereinafter authorized for such purpose may, at the request of the employee and within the discretion of the employing judge, be charged against vacation leave allowance.

The employing judge shall keep records of vacation leave allowances and shall schedule vacation leaves in accordance with the following:

1. On or before the 1st of February of each year, a seniority list will be posted for the purpose of signing up for vacation time.
2. Failure to sign up for vacation during February will forfeit seniority rights to choice of vacation time.
3. Employees will be encouraged to take vacations throughout the entire calendar year; provided, however, the Employer shall have the right to limit the number of employees on vacation at any one time.

D. Vacations shall not be accumulated from year to year, nor will there be pay for unused time, except for up to one hundred sixty (160) hours may be accumulated and used the next year. There will be no pay for unused accrued vacation time lost as a result of this subsection.

E. Effective in 2021, the term "year", as it pertains to Article 23, shall mean the calendar year beginning January 1st.

F. Upon either death, retirement, or severance of employment, an employee shall be paid for all previously accrued unused vacation credit, including that accrued per month in the current year to the date of severance of employment. In the event of the employee's death, the beneficiary or estate shall be paid.

G. An employee's request for vacation leave shall be answered within fourteen (14) calendar days.

H. **Conversion of vacation to sick time.** If an employee falls ill, or is injured, during his/her vacation period and is cared for by a duly licensed physician, he/she shall be allowed to convert the number of vacation days of illness or injury, to paid sick leave,

provided the employee has an adequate amount of sick time available and is treated for such illness or injury by a duly licensed physician. The employee will be required to provide written verification (doctor's note) of the illness or injury and the employee's physical fitness to return to work. The employee's unused vacation days, equal to the number of sick days, shall be returned to his/her vacation bank.

ARTICLE 24

JURY DUTY

Employees selected for Jury Duty will be excused from their place of work for the period they are to serve on a jury. The Employer shall pay employees called for Jury Duty for all hours they would have been normally scheduled to work at the employee's regular straight time rate, less an amount equal to the payment received for jury service. However, it is the responsibility of the employee to report to his/her work site when not needed for actual Jury Duty.

ARTICLE 25

RETIREMENT PLAN

- A. Employees hired prior to January 1, 2011 shall pay by payroll deduction 5% of MERS eligible wages effective the first pay date after January 1, 2011. Members shall be entitled to and receive an annual statement of the pension contributions.
- B. Effective January 1, 2000, the Michigan Municipal Employees Retirement System for bargaining Unit Employees shall be revised to include the B-2 Plan to include the E-2 rider.
- C. Employees hired on or promoted after 1/1/2011 go to MERS Hybrid Pension plan. The term "promoted" as used in this Section means promoted into this bargaining unit from another Livingston County bargaining unit or non-union group only, subject to MERS Alternative Transfer Rule. Employees hired before 1/1/2011 shall have a one time, irrevocable option of switching to the Hybrid pension plan. The benefit shall be: DB portion - 1.25% multiplier, 6 year vesting, FAC 3. DC portion - Employees contribute 1% =

0% Employer contribution; Employees contribute 2% = 2% Employer contribution;
Employees contribute 3% = 3% Employer contribution.

Employees who have previously elected to contribute less than 3% may contribute to an Employer 457 account to receive the Employer match into their MERS Hybrid DC account. This election may be changed by the Employee only once in a rolling 12-month period. Employees will be 100% vested for Employer contributions to the DC component of the Plan after six (6) years of service.

D. Qualified employees hired or promoted on or after the date of ratification of this agreement by all parties, shall be enrolled in the MERS Defined Contribution Pension plan. The term "promoted" as used in this Section means promoted into this bargaining unit from another Livingston County bargaining unit or non-union group only, subject to the MERS Alternative Transfer Rule. Employees hired or promoted before ratification of this agreement by all parties shall have a one-time, irrevocable option of switching to the Defined Contribution pension plan. The benefit shall be: Employer contributes 4% of MERS includable payroll compensation. In addition, the Employer will provide a one hundred percent (100%) match of employee contributions up to 4% of MERS includable employee payroll compensation into the MERS Defined Contribution account. Employees will be 100% vested for Employer contributions to the DC account after five (5) years of service.

Employer offers a one-time incentive to employees presently in the DB and Hybrid plans of \$5,000 incentive payment to voluntarily convert to the DC plan. See attached Resolution 2022-12-197.

ARTICLE 26 **INSURANCE**

A. Hospitalization. Effective 1/1/2011 or as soon as is practicable thereafter, all employees go to PPO 4 (80%/20% coverage with \$500/1000 Deductible, annual co-insurance max of \$1,500/3,000, Rx-\$2/25/50, with 2 times mail order on drugs) and contribute by payroll deduction 5% of the carrier's rate for the health care and dental

coverage they select (single, double, family). Effective 7/1/2011, all employees contribute by payroll deduction 10% of the carrier's rate for the health care and dental coverage they select. For 2011, any buy-up to a different plan offered through County Choices, employee will contribute by payroll deduction the equivalent to 5% of the monthly premium for the buy-up plan plus additional buy up costs effective 1/1/2011, and 10% of the monthly premium for the buy-up plan plus additional buy up costs effective 7/1/2011. Effective 1/1/2011 there shall be a spousal surcharge of \$10 per pay period for enrolled spouses. Employees hired on or after 1/1/2011 shall contribute 20% toward the cost of the PPO 4.

The County may substitute an alternate medical and hospitalization insurance carrier provided 90% of the doctors in the Community Blue PPO 4 network are in the new network and the benefits are commensurate or better than current benefit levels. At the request of the Union, the Employer will meet with the Union to discuss the alternative carrier. However, if no agreement is reached within thirty (30) calendar days of the notice of carrier change, the Employer may proceed with the substitute if the benefits are commensurate with or better than current benefit levels.

Notwithstanding the above, if the County Board of Commissioners implements, in its discretion and pursuant to 2011 PA 152, either a cap election or employee contributions necessary to meet the requirement that the employer pay no more than 80% of the total annual costs of all of the medical benefit plans election, then the above section shall be superseded and unit employees will be required to make contributions under the election made by the Board of Commissioners. The Employer will give the Union notice of any change in the election for complying with 2011 PA 152 and will, upon request, bargain regarding mandatory subjects regarding the implementation of such election.

B. Life Insurance. The Employer agrees to provide a life insurance policy on each employee. The coverage shall be as follows: Two times the annual salary to the next thousand dollars. The Employer shall provide a copy of the life insurance policy to every employee upon ratification of this Agreement and to every new employee upon being hired.

In addition, a copy of the policy shall be provided to every employee each time the contract with the life insurance carrier is renewed.

C. Dental Insurance. The Employer shall provide employees covered by this Agreement with dental insurance coverage that provides 80% for Class II Services and an annual maximum of \$1,200. NOTE: Dental insurance increases to become effective as soon as possible after signing of CBA.

D. Retiree Health Insurance. Employees who retire from Livingston County employment and are immediately eligible for benefits will be allowed to continue their health and hospitalization under the group plan at the retiree's expense.

E. Flexible Benefit Plan. Effective July 1, 1992, the employees may participate in the county of Livingston Flexible Benefit Plan, under the terms and conditions set forth in that Plan by the County and the applicable local, state, and federal guidelines. Employees shall have the option to buy-up or buy-down to any health insurance plan available under the Agreement. The County wishes to eliminate the PPO 1 benefit for lack of participation. As such, the parties agree that in the fall of 2019 plan year, the employees will have their last opportunity to enter the PPO 1 Plan. If an employee elects to sign up for the PPO 1 Plan, they may do so. If they opt out of the PPO 1 Plan, they may not enter the plan at a future date and time. Those remaining in the plan as well as employees transferring into the Court bargaining unit who are enrolled in PPO 1, shall remain so long as the plan is offered by the insurance carrier and until such time as the employee chooses to opt out of PPO 1 in favor of another option.

F. Hospitalization and Prescription Drug Coverage Opt-out.

1. Effective 1/1/2011, employees who choose not to enroll in hospitalization and prescription drug coverage shall receive an annual \$1,800 "opt-out." This opt-out shall be payable in equal installments over twenty-six (26) pay periods to those who provide proof of insurance coverage from some other qualified group health plan, who remain dis-enrolled, and who sign a waiver attesting to their intention not to receive insurance coverage under the County-sponsored group plan. An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible

dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications County form required for by the County and under the Affordable Care Act for eligibility for such payments. It is agreed by the Parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine. Employees with a County employed spouse may receive either insurance coverage from the County or the opt-out amount, not both.

2. If a "qualifying event" occurs in which an employee does not have coverage, the employee shall be allowed to immediately enroll in coverage offered by the County.

G. Retiree Health Savings Program. Effective January 1, 2009, employees may participate in the County of Livingston Retiree Health Savings Program which may be amended from time to time, and except as provided in this Agreement. An employee may participate through voluntary payment made to the employee's 457 plan or such other plan which might be established by the Employer for purposes of this program.

The Retiree Health Savings Program is eliminated for employees hired on or after January 1, 2011.

The employer contribution match of employee contributions shall be subject to the following maximum limitations in each calendar year of participation:

First five (5) years of service with the Employer - Up to \$350 per year (a pro-rated amount contributed quarterly).

Beginning with the sixth (6th) year of service with the Employer until termination of participation - Up to \$1,000 per year (a pro-rated amount contributed quarterly).

The employer contribution amounts will be adjusted annually consistent with the Court bargaining unit salary schedule adjustment, beginning in 2010.

H. Wellness Program. Beginning in 2017, members of the bargaining unit shall be allowed to participate in the Livingston County Wellness Program and shall be eligible for the \$100 per year assessment and \$500 per year reimbursement.

ARTICLE 27

PAID HOLIDAYS

A. The following holidays shall be considered as paid holidays:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Washington's Birthday/President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Friday after Thanksgiving Day
12. Christmas Eve Day
13. Christmas Day
14. New Year's Eve Day

When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on Saturday, the preceding Friday shall be a holiday. When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on Sunday, the following Monday shall be a holiday. When Christmas Eve or New Year's Eve falls on Friday, the preceding Thursday shall be a holiday. When Christmas Eve or New Year's Eve falls on Saturday or Sunday, the preceding Friday shall be a holiday.

B. An employee shall be eligible for holiday pay if he/she meets the following conditions:

1. He/she is a permanent full-time employee of the court.
2. He/she works his/her full scheduled workday immediately preceding and his/her full scheduled workday immediately following the holiday, unless excused by the employing judge or his or her designee.

C. In the event a paid holiday occurs during the regularly assigned vacation period of any employee eligible to receive such holiday pay, said employee will receive one (1) additional day of vacation, provided such employee is otherwise eligible for said holiday pay.

D. If an eligible employee is scheduled to work any holiday, but fails to report and perform his/her scheduled and assigned work, he/she shall become ineligible to be paid for the unworked holiday.

ARTICLE 28

WORKERS' COMPENSATION

The Employer shall provide Workers' Compensation protection for all employees.

ARTICLE 29

EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

Nothing in this section shall be construed to prohibit the Employer and the Union from entering into written letters of understanding during the life of this Agreement.

ARTICLE 30

NO STRIKES - NO LOCKOUTS

The parties hereto mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The Union agrees that there shall be no interruption of these services by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment or picket on the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of or to the Employer. The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE 31 **EXPENSES**

A. The Employer agrees to reimburse employees for mileage accumulated on authorized court business at the rate paid by the County. No mileage reimbursement shall be paid for travel to and from the employee's home to their assigned work site, unless the employee is required to report to a work site outside of the County of Livingston. However, employees will be eligible for mileage for travel between work sites when they are assigned to work at more than one (1) work site in a day.

B. Reasonable and necessary meals and lodging which are authorized by the Employer while employees are on County business outside of the County shall be reimbursed. Employees may be required to fill out forms and provide receipts for all meals and lodging.

ARTICLE 32

WAGES

A. Original appointments to any position will normally be made at the start rate of the classification. However, upon the recommendation of the hiring supervisor, the applicable presiding judge may approve compensation up through the one (1) year rate on the wage schedule for the classification upon a new employee's appointment and up to the three (3) year rate upon approval of the Board of Commissioners. Any such appointment beyond normal start step level shall be based on the need of the court and the outstanding character of the individual employee's experience and ability over and above desired minimum qualifications specified for the position as determined by the Employer.

B. When an employee is promoted or reclassified he/she shall be placed on the step of the new pay grade that provides for a minimum five (5%) pay increase. A promoted/reclassified employee shall then advance in steps in accordance with this new anniversary date.

C.

1. Effective January 1, 2023, the Court union wage scale in Appendix A shall be increased by 3%. If non-union employees receive a percentage wage scale increase higher than the Court bargaining unit receives, members shall receive the same increase. Similarly, if any non-union employee receives any off-schedule payment, members of the Court bargaining unit shall receive the same payment.
2. If the agreement is ratified and executed by all parties on or before February 15, 2023, the Employer shall offer a one-time Inflationary Payment per Resolution 2022-12-203.

3. The parties agree to conduct a Classification and Compensation study consistent with the attached guidelines. The study shall commence as soon as is practical after the signing of an agreement that has been ratified by all parties. The Compensation study shall be completed prior to August 1, 2023 and will replace the current wage structure in Appendix A. The Parties agree to a reopener solely and exclusively on the issue of a possible full or partial implementation of the Compensation study.
4. Effective January 1, 2024, the wage scale shall be increased by 2%. If the Board of Commissioners approves a larger percentile across the board increase for non-union employees, that same percentile increase shall be applied to the Court union wage scale. Similarly, if any non-union employee receives any off-schedule payment in lieu of wages, members of the Court bargaining unit shall receive the same payment.
5. Effective January 1, 2025, the resulting wage scale shall be increased by 2%. If the Board of Commissioners approves a larger percentile across the board increase for non-union employees, that same percentile increase shall be applied to the Court union wage scale. Similarly, if any non-union employee receives any off-schedule payment in lieu of wages, members of the Court bargaining unit shall receive the same payment.

ARTICLE 33

TUITION REIMBURSEMENT

Any regular full time employee covered by this contract is eligible for financial assistance for tuition cost for college or university courses taken in a technical, undergraduate, or graduate program after one (1) complete year of full time County employment. The Employer shall reimburse fifty percent (50%) of tuition cost of up to a maximum of \$1,000.00 per year if:

1. Recommended by the employee's supervisor and approved by the Chief Judge of the applicable Court prior to enrollment in the course; and,
2. The course taken meets one (1) of the following criteria:
 - (a) it is directly job related, as determined by the Chief Judge;
 - (b) it is in preparation of a job related promotion;
 - (c) it is required or is elective subject mandatory to obtain a diploma, certificate, or undergraduate degree in preparation for advancement to a higher classification in employment with the Court.
3. Under special circumstances a supervisor may authorize an employee to attend classes during normal working hours. HOWEVER, IT IS THE RESPONSIBILITY OF THE INDIVIDUAL EMPLOYEE TO ENSURE THE INDIVIDUAL MAKES UP ALL LOST WORK TIME.
4. Prior to being reimbursed for tuition expenses, the employee must present to the Employer a receipt for payment and proof of a grade of C (or its equivalent) or higher.
5. Employees eligible for education compensation under the veterans G.I. Bill or other government sponsored programs will have to exhaust their other benefits prior to being eligible for Employer education benefits.
6. Reimbursement includes tuition only and does not include registration, books, lab fees, etc.
7. Reimbursement is subject to and conditioned upon money being appropriated in the Employer's budget for this specific purpose and employees must apply for the tuition reimbursement by August prior to the calendar year for which the funds are requested so the applicable court can seek funding for the request through the annual budget process.
8. Tuition reimbursement is subject to all IRS required tax withholdings.
9. Repayment to the Employer in one lump sum will be required by an employee who voluntarily resigns or is discharged from employment within three (3) years following completion of coursework. In the event the employee does not continue employment for the prescribed period, the

employee will be required to reimburse the Employer on a prorated basis for tuition reimbursement received as follows:

- Return 100% of tuition reimbursement if resign within 1 year
- Return 67% of tuition reimbursement if resign within 2 years
- Return 33% of tuition reimbursement if resign within 3 years

ARTICLE 34

GENERAL

A. The Employer shall allow the proper accredited representative of the local Union access to the Employer's premises, at any reasonable time consistent with the Employer's functions, for the purpose of policing the terms and conditions of this Agreement.

B. The Union shall have the right, upon reasonable notice, to examine records at the Employer's office pertaining to the computation of compensation of any employee whose pay is in dispute, or any other records of the Employer pertaining to a specific Grievance under this contract, at the Employer's premises, unless prohibited by law.

C. It is the policy of the Employer to provide equal employment opportunities to qualified persons without regard to race, creed, religion, national origin, or sex, as required by law.

Discrimination on the part of any court employee will not be tolerated in dealing with the public and all persons dealing with the County will receive equal treatment.

D. The use of the male pronoun in this Agreement shall refer to both male and female employees where applicable.

E. Definitions.

1. In the case of the Livingston County Circuit Court, the term "court" as used in this Agreement shall include the Friend of the Court office, Central Services, Circuit Court, District Court, Juvenile Court, and Probate Court.

2. For the purposes of this Agreement, the term "unit" means that the Friend of the Court, Circuit Court, Probate Court, Juvenile Court, Central Services, and the District Court, respectively, shall be treated separately.
3. The term "Employer" shall refer to the Chief Judge, and as to Judicial Secretaries, the term "Employer" shall refer to each employing judge in each respective court.

ARTICLE 35 **SEPARABILITY AND SAVINGS CLAUSE**

If any section of this contract, or any riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 36 **WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 37
BARGAINING COMMITTEE

A. The Bargaining Committee will include not more than four (4) employees one from Friend of the Court; one from Central Services, Circuit, Probate, and Juvenile Courts; and one from District Court, and the Local President; and, in addition thereto, may include not more than three (3) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

B. Employee members of the Bargaining Committee will be paid for all the time spent in negotiations and in preparation time for negotiations not to exceed three (3) hours per bargaining committee member in the event they are scheduled to work during a bargaining meeting. Said time shall be only for straight time hours they would otherwise have worked on their regularly scheduled shift. Employees shall return to their work station after negotiations have terminated, provided that there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift. Time spent in caucus with the staff representative of the Union before, after, or between bargaining sessions on the same day as the bargaining sessions shall be considered as part of the negotiation process.

C. No pay shall be received for time spent in accordance with this section if the employee is not scheduled to work.

ARTICLE 38
LONGEVITY

A. All regular employees having completed five (5) years, or more, of continuous regular employment in the bargaining unit prior to December 1, shall be eligible to receive a longevity bonus for service with the Employer in the bargaining unit. Payment to

employees who become eligible to receive a longevity bonus shall be paid no later than the first pay of December.

B. Employees who retire before December 1, shall be paid a prorated bonus when they retire, based on the number of calendar months of employment of active employment credited to them from the preceding December 1 to the date of cessation of their active employment. Employees whose employment terminates for other reasons prior to December 1, shall not be eligible to receive a longevity bonus.

C. 1. The longevity bonus payment schedule shall be as follows:

Continuous Bargaining Unit Service

5 years or more, but less than 11 years	1% of current base salary
11 years or more, but less than 16 years	2% of current base salary
16 years or more	3% of current base salary

2. No longevity payment as above scheduled shall be made for that portion of an employee's base salary which is in excess of forty-seven thousand dollars (\$47,000.00).

ARTICLE 39
SUBSTANCE ABUSE POLICY

It is the intent of Livingston County Courts to provide a drug-free, safe and secure work environment for employees. To ensure a safe and efficient work place, Livingston County Courts will strictly enforce the following rules:

1. No employee shall possess, distribute, use or be impaired by alcohol, marijuana, or illegal prohibited drugs on Livingston County property, while on Livingston County Courts business, or during working hours, including rest and meal periods. "Illegal prohibited drugs" are those substances that are illegal to sell or possess.
2. Where management can demonstrate reasonable suspicion that an employee may be under the influence of drugs, including marijuana, or alcohol, Livingston County Courts, at its discretion, may require the employee to submit to breath, urine or blood testing, at Livingston County Court's expense, to determine the presence of drugs or alcohol. Refusal to submit to such testing may result in disciplinary action up to and including immediate dismissal. Reasonable suspicion is defined as objective, articulated, and specific **facts**

which would support a reasonable, individualized suspicion that the employee is using or may have used drugs or alcohol in violation of this agreement or a court work rule. By way of example only, reasonable suspicion may be based upon any of the following:

- a. Observable behavior or evidence of drug or alcohol use or the physical symptoms or appearance of being impaired, or under the influence of a drug or alcohol at work.
 - b. A report of at work, or sufficiently recent off work, drug or alcohol use provided by a credible source.
3. Employees subject to the Drug-Free Work Place Act who are convicted of any criminal drug violation must report such conviction to their supervisor within five (5) calendar days of the conviction.

Livingston County Courts sincerely desire to help employees who have alcohol or drug-related problems. It is the employee's responsibility to seek assistance.

Request for such a leave of assistance will be considered confidential. However, seeking assistance after disciplinary action has begun or is imminent will not preclude disciplinary action.

Employees with drug or alcohol problems which have not resulted in, or are not the immediate subject of, disciplinary action may request approval to utilize accumulated sick, vacation, compensatory or personal time to participate in an approved rehabilitation or treatment program. Requests for such a leave of absence will be considered confidential. The cost of participating in the program may be covered by the health insurance provided by the Courts, as outlined in your summary plan description (SPD). The Courts will require the employee to demonstrate satisfactory completion of the program before he or she returns to work.

ARTICLE 40

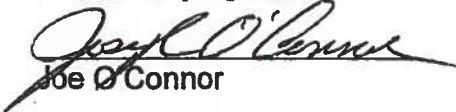
EFFECTIVE DATE AND TERMINATION OF AGREEMENT


This Agreement shall be in full force and effect from the 1st day of January, 2023, where applicable, to and including the 31st day of December, 2025. No sooner than one hundred fifty (150) days and no later than ninety (90) days prior to the expiration of this contract, either party may serve notice upon the other that it desires to negotiate for a new


collective bargaining contract. Under such circumstances, the parties shall thereafter meet at a mutually convenient time to commence negotiations for a new Agreement.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**Michigan Association of
Public Employees:**


Joe O'Connor
2-2-23
Date

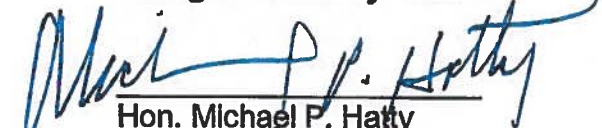

Union President
2-2-23
Date

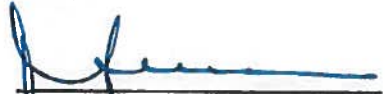

Union Bargaining Team
February 2, 2023
Date


Union Bargaining Team
02/02/2023
Date

N/A
Union Bargaining Team
N/A
Date

Livingston County Courts:


Hon. Michael P. Hatty
Feb 1, 2023
Date


Hon. Miriam A. Cavanaugh
2/1/2023
Date

APPENDIX A

Court Bargaining Unit 2023 Wages (Includes 3% Increase)

Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Court Clerk	3	\$36,454.91	\$37,640.10	\$38,824.24	\$40,009.42	\$41,193.98	\$42,378.34	\$43,563.52
Deputy District Court Clerk								
Friend of the Court Clerk								
Account Clerk Central Services	4	\$39,189.28	\$40,462.86	\$41,736.45	\$43,010.03	\$44,283.41	\$44,556.99	\$46,830.58
Account Clerk District Court								
Deputy District Court Clerk/Office Technician								
Deputy District Court Clerk/Probation Secretary								
Deputy Probate Register								
Friend of the Court Lead Clerk								
Lead Deputy Court Clerk-District Court								
Reimbursement and Collections Clerk								
Secretary Circuit Court								
Court Recorder	5	\$42,127.70	\$43,497.58	\$44,866.64	\$46,235.07	\$47,605.38	\$48,974.02	\$50,343.07
Deputy Juvenile Register/Court Recorder								
Division Leader-District Court								
Secretary-Friend of the Court								
Caseworker-Friend of the Court	6	\$45,287.42	\$46,759.23	\$48,231.25	\$49,703.47	\$51,175.07	\$52,647.71	\$54,119.31
Chief Account Clerk-District Court								
Chief Account Clerk-Friend of the Court								
Circuit Court Administrative Secretary-Court Recorder								
District Court Division Coordinator								
Judicial Secretary-Assignment Clerk								
Referee Coordinator-Friend of the Court								
Trial Court Administrative Support/Court Recorder								
Child Support Specialist	7	\$48,683.86	\$50,266.74	\$51,848.99	\$53,431.04	\$55,012.67	\$56,594.93	\$58,178.22
Court Administrative Coordinator								
Judicial Secretary to the Chief Judge-Scheduling Clerk								
Lead Enforcement Caseworker-Friend of the Court								
Investigator-Friend of the Court	8	\$53,552.30	\$55,293.47	\$57,034.02	\$58,773.94	\$60,514.48	\$62,255.02	\$63,994.94
Probation Officer-District Court								
Probation Officer-Juvenile Court								
Support Enforcement Officer								
Juvenile Probation Officer/Adoption Caseworker	9	\$60,246.78	\$62,205.31	\$64,163.01	\$66,121.33	\$68,079.02	\$70,037.14	\$71,994.62
Lead Investigator-Friend of the Court								
Lead Probation Officer-District Court								
Office Coordinator-Friend of the Court								
Senior Probation Intake Officer-Juvenile Court								
Chief Probation Officer-Dist. Court	10	\$67,778.12	\$69,980.52	\$72,182.93	\$74,386.25	\$76,588.88	\$78,791.07	\$80,994.85
Intake Hearing Officer/Referee								

Exhibit 3

MODIFICATION OF COLLECTIVE BARGAINING AGREEMENT

This agreement is entered into by and between the Livingston County Circuit Court and Office of the Friend of the Court, Probate Court of Livingston County, and the 53rd District Court of Livingston County, collectively hereinafter called the "Employer," and the Michigan Association of Public Employees/MAPE, the certified Union representing the Livingston County Employees Association.

Whereas, a Collective Bargaining Agreement ("CBA") was executed by and between the parties on or about February 2, 2023 covering January 1, 2023 to December 31, 2025; and

Whereas, the parties agreed, in Article 32 (entitled "Wages"), Section C(3) of the CBA, that a Classification and Compensation Study (hereinafter "Study") would be conducted and completed by August 1, 2023 and that said Study would replace the wage structure contained in Article 32, Section C(1) of the CBA; and that the parties agreed to a reopener solely and exclusively on the issue of a full or partial implementation of the Study; and

Whereas the Study was completed on September 22, 2023; and

Whereas, the parties resolved to approve full implementation of the Study on September 26, 2023, effective January 1, 2024;

NOW THEREFORE, IT IS HEREBY AGREED that the CBA between the parties referred to above is modified, effective January 1, 2024, to adopt, fully implement and incorporate by reference, the Study and provide the wage classifications and increases discussed therein to the members of the Livingston County Employees Association/MAPE.

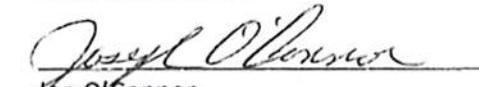
IT IS FURTHER AGREED that, to the extent addressed in the Study, the employee classifications contained in Exhibit A of the Collective Bargaining Agreement be replaced by those classifications contained in Section 2.5 of the Study.

IT IS FURTHER AGREED that Appendix A of the CBA be replaced with Appendix G of the Study, attached hereto as Exhibit 1.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated below:

SIGNATURES ON NEXT PAGE

Livingston County Employees
Association/MAPE


Joe O'Connor

12-19-23
Date


Union President

12-19-23
Date

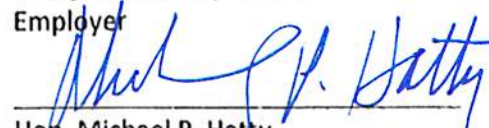

Union Bargaining Team

December 19, 2023
Date



Union Bargaining Team

DECEMBER 19TH 2023
Date

Livingston County Courts
Employer


Hon. Michael P. Hatty

Dec 20, 2023
Date


Hon. Miriam A. Cavanaugh

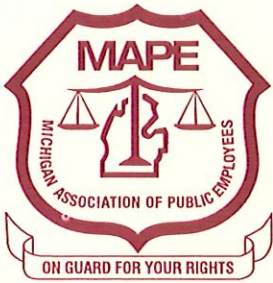
12/20/2023
Date

EXHIBIT 1

COURT BARGAINING UNIT WAGES, REALLOCATIONS, AND NEW CLASSIFICATIONS PROPOSED IN MGT STUDY (POST-TRANSITION)

Job Class		(Combines data from MGT Study applied to APPENDIX A page 43 of Agreement with MAPE 1/21/2023-12/31/2025)							
Title #	Job Class Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	Court Clerk	3	\$40,289.00	\$41,676.00	\$42,744.00	\$44,017.60	\$45,144.00	\$46,696.00	\$48,089.60
2	Deputy District Court Clerk								
3	Friend of the Court Clerk								
4	Account Clerk Central Services	4	\$42,324.42	\$43,699.89	\$45,075.37	\$46,450.83	\$47,826.08	\$49,203.47	\$50,577.03
5	Account Clerk District Court								
6	Court Clerk/Recorder Assistant								
7	District Court Probation Coordinator								
8	District Court Senior Deputy Clerk								
9	Friend of the Court Lead Clerk								
10	Reimbursement and Collections Clerk								
11	Secretary Clerk Court								
12	Deputy Probate Register	5	\$44,655.36	\$46,107.43	\$47,558.64	\$49,009.17	\$50,461.70	\$51,912.46	\$53,363.65
13	Secretary-Friend of the Court								
14	Chief Account Clerk-District Court	6	\$47,445.68	\$49,087.74	\$50,642.81	\$52,194.94	\$53,733.82	\$55,280.10	\$56,825.78
15	Chief Account Clerk-Friend of the Court								
16	Court Recorder								
17	Deputy Juvenile Register/Court Recorder								
18	Division Leader-District Court								
19	Caseworker-Friend of the Court	7	\$51,117.53	\$52,780.08	\$54,441.44	\$56,102.59	\$57,763.30	\$59,424.68	\$61,087.13
20	Child Support Specialist								
21	Circuit Court Administrative Secretary Court Recorder								
22	Court Administrative Coordinator								
23	District Court Division Coordinator								
24	Judicial Secretary Assignment Clerk								
25	Judicial Secretary/Court Recorder - District Court								
26	Referee Coordinator Friend of the Court								
27	Trial Court Administrative Support / Court Recorder								
28	Investigator-Friend of the Court	8	\$55,663.19	\$57,505.21	\$59,315.38	\$61,124.90	\$62,915.06	\$64,745.22	\$66,554.74
29	Judicial Secretary to the Chief Judge Scheduling Clerk								
30	Lead Enforcement Case Worker Friend of the Court								
31	Probation Officer-District Court								
32	Probation Officer-Juvenile Court								
33	Support Enforcement Officer								
34	Juvenile Probation Officer/Adoption Caseworker	9	\$62,054.18	\$64,071.47	\$66,087.90	\$68,104.97	\$70,121.39	\$72,138.25	\$74,154.46
35	Lead Investigator-Friend of the Court								
36	Lead Probation Officer-District Court								
37	Senior Probation Intake Officer-Juvenile Court								
38	Chief Probation Officer-District Court	10	\$69,811.46	\$72,079.94	\$74,348.42	\$76,617.84	\$78,886.55	\$81,154.80	\$83,424.70
39	Intake Hearing Officer/Referee								
40	Office Coordinator - Friend of the Court								

Exhibit 4



MAPE
Michigan Association of Public Employees

667 E. Big Beaver, Suite 109
Troy, Michigan 48083
Phone 248-509-7159
Fax 248-509-7176

Chief Judges Livingston County Courts
Honorable Michael Hatty
Honorable Miriam Cavanaugh
204 S. Highlander Way, #1
Howell, MI 48843

January 19, 2024
Sent Via Email

Livingston County Board of Commissioners Legal Counsel
Matt Nordfjord
601 N. Capitol Ave
Lansing, MI 48933

Re: Demand For Payment of Wages

The Michigan Association of Public Employees (hereinafter "MAPE"), along with the local executive board members (hereinafter "Local"), represented the bargaining unit, negotiated in good faith with the duly appointed representatives of the Funding Unit and duly appointed representatives of the Livingston County Circuit Court, 53rd District Court and Livingston County Probate Court (collectively hereinafter "Employer") to reach an agreement on a successor collective bargaining agreement (hereinafter "CBA" or "Agreement"). The Agreement, covered the period January 1, 2023 through December 31, 2025, inclusive, was ratified by MAPE, the Local and the Employer.

Article 32 (Wages) Section C (3) indicates a Classification and Compensation Study (hereinafter "Study") would be conducted. The Parties agreed to a reopener solely on the issue of full or partial implementation of the Study. On September 26, 2023 the Parties met for purposes of the agreed to reopener, and reached an agreement for full implementation of the Study, effective January 1, 2024. An amended wage agreement was executed on December 20, 2023 by MAPE, the Local and the Employer.

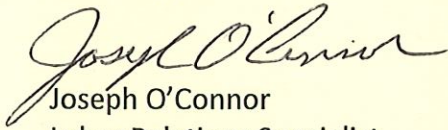
The Board of Commissioners agreed to and approved the implementation of a wage increase for Employer's non-union employees based upon a similarly conducted Study. Said wage increases are in place and are being paid to said non-union employees, effective January 1, 2023.

On January 11, 2024 members of the bargaining unit received their first pay check of the new year. The agreed to COLA raise was reflected in their hourly rates of pay, however, the raises and classification increases defined in the Study were not. It is the understanding of MAPE and the Local that it is the intention of the Board of Commissioners to refuse to honor the wage increases implemented by the Study, thus repudiating the terms of the CBA.

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MAPE is hereby demanding that the Employer and the Board of Commissioners forthwith abide by the terms of the amended Wage Agreement and immediately make all members of the bargaining unit whole for wages due to them, retroactive to January 1, 2024. Failure of the Board of Commissioners to honor the Study and the Amended Wage Agreement is a repudiation of the CBA, an unfair labor practice, a violation of PERA and a violation the Equal Protection Clause of the Michigan and United States Constitutions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Joseph O'Connor".

Joseph O'Connor
Labor Relations Specialist
MAPE

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Exhibit 5

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

MEETING MINUTES



October 24, 2022, 6:00 P.M.

Board of Commissioners Meeting Location
304 E. Grand River Ave., Board Chambers, Howell, Michigan
Zoom Virtual Meeting ID: 399-700-0062 / Password: LCBOC
<https://us02web.zoom.us/j/3997000062>

Members Present: Wes Nakagiri, Carol Griffith, Martin Smith, Carol Sue Reader, Douglas Helzerman, Jay Drick, Jay Gross, Brenda Plank

Members Absent: Mitchell Zajac

1. CALL MEETING TO ORDER

The meeting was called to order by Chairman Wes Nakagiri at 6:00 p.m.

2. MOMENT OF SILENT REFLECTION

3. PLEDGE OF ALLEGIANCE TO THE FLAG

All rose for the Pledge of Allegiance to the Flag of the United States of America.

4. ROLL CALL

Roll call by the Deputy Clerk indicated the presence of a quorum.

5. CORRESPONDENCE

None.

6. CALL TO THE PUBLIC

The following persons addressed the Board: Stacy Farrell, Oceola Township, (provided a handout to the Board); Doug Helzerman, Handy Township; Randie Clawson, Howell, and Connie Robinson, Hartland Township.

7. APPROVAL OF MINUTES

7.a Meeting Minutes dated: October 11, 2022

Motion to approve the Minutes as presented.

It was moved by J. Gross
Seconded by D. Helzerman

Yes (8): J. Gross, W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman, J. Drick, and B. Plank; No (0): None; Absent (1): M. Zajac;

MOTION Carried (8-0-1)

8. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

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9. APPROVAL OF AGENDA

Motion to approve the agenda as presented.

It was moved by C. Griffith
Seconded by B. Plank

Yes (8): C. Griffith, W. Nakagiri, M. Smith, C. Reader, D. Helzerman, J. Drick, J. Gross, and B. Plank; No (0): None; Absent (1): M. Zajac

MOTION Carried (8-0-1)

10. REPORTS

10.a EDC Update

Marcia Gebarowski, Director of Business Development

11. RESOLUTIONS FOR CONSIDERATION

Resolutions 2022-10-157 through 2022-10-165

11.a 2022-10-157

Resolution Authorizing the Chair of the Livingston County Board of Commissioners to Sign a Letter of Understanding Regarding Reclassification and Increased Hire Wage for Operations Supervisor – Central Dispatch

Motion to adopt the Resolution.

It was moved by D. Helzerman
Seconded by J. Gross

Yes (8): D. Helzerman, W. Nakagiri, C. Griffith, M. Smith, C. Reader, J. Drick, J. Gross, and B. Plank; No (0): None; Absent (1): M. Zajac

MOTION Carried (8-0-1)

11.b 2022-10-158

Resolution Authorizing Specialty Courts and Programs to Apply for the State Opioid Response 2 Project (SOR2) Grant for the Adult Drug Court for FY 2023 – Court Central Services

Motion to adopt the Resolution.

It was moved by B. Plank
Seconded by C. Griffith

Yes (8): B. Plank, W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman, J. Drick, and J. Gross; No (0): None; Absent (1): M. Zajac

MOTION Carried (8-0-1)

11.c 2022-10-159 (Roll Call Vote)

Resolution Authorizing Specialty Courts and Programs to Accept the State Court Administrative Office (SCAO) Grants– Court Central Services

Motion to adopt the Resolution.

It was moved by C. Reader
Seconded by J. Gross
Discussion.

Roll Call Vote: Yes (8): C. Reader, W. Nakagiri, C. Griffith, M. Smith, D. Helzerman, J. Drick, J. Gross, and B. Plank; No (0): None; Absent (1): M. Zajac

MOTION Carried (8-0-1)

11.d 2022-10-160 (Roll Call Vote)

Resolution Authorizing the Specialty Courts and Programs to Accept the Community Corrections Grant Award for Fiscal Year 2023 – Community Corrections

Motion to adopt the Resolution.

It was moved by C. Reader

Seconded by B. Plank

Roll Call Vote: Yes (8): C. Reader, W. Nakagiri, C. Griffith, M. Smith, D. Helzerman, J. Drick, J. Gross, and B. Plank; No (0): None; Absent (1): M. Zajac

MOTION Carried (8-0-1)

11.e 2022-10-161 (Roll Call Vote)

Resolution to Approve and Implement the Results of the MGT of America Consulting, LLC. Classification and Compensation Study Effective 1/1/2023 for Nonunion Employees – Human Resources

Motion to adopt the Resolution.

It was moved by M. Smith

Seconded by D. Helzerman

Discussion.

Motion to amend the Resolution to remove the word immediate in the fourth Be It Further Resolved paragraph and insert January 1, 2023.

It was moved by J. Drick

Seconded by D. Helzerman

Yes (8): J. Drick, W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman, J. Gross, and B. Plank; No (0): None; Absent (1): M. Zajac

MOTION TO AMEND Carried (8-0-1)

Motion to adopt the Amended Resolution.

It was moved by M. Smith

Seconded by D. Helzerman

Discussion.

Roll Call Vote: Yes (8): M. Smith, W. Nakagiri, C. Griffith, C. Reader, D. Helzerman, J. Drick, J. Gross, and B. Plank; No (0): None; Absent (1): M. Zajac

AMENDED MOTION Carried (8-0-1)

11.f 2022-10-162

Resolution Approving an Appointment to the Livingston County Aeronautical Facilities Board – Board of Commissioners

Motion to adopt the Resolution.

It was moved by D. Helzerman

Seconded by C. Griffith

Yes (8): D. Helzerman, W. Nakagiri, C. Griffith, M. Smith, C. Reader, J. Drick, J. Gross, and B. Plank; No (0): None; Absent (1): M. Zajac

MOTION Carried (8-0-1)

11.g 2022-10-163

Resolution Approving Appointments to the Livingston County Foundation Board of Directors – Board of Commissioners

Motion to adopt the Resolution.

It was moved by B. Plank
Seconded by M. Smith

Yes (8): B. Plank, W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman, J. Drick, and J. Gross; No (0): None; Absent (1): M. Zajac

MOTION Carried (8-0-1)

11.h 2022-10-164

Resolution Approving Appointments to the Livingston County Human Services Collaborative Body – Board of Commissioners

Motion to adopt the Resolution.

It was moved by B. Plank
Seconded by M. Smith
Discussion.

Motion to amend the Resolution to add Stacy Farrell for reconsideration of her appointment to the Livingston County Human Services Collaborative Body.

It was moved by B. Plank
Seconded by M. Smith
Discussion.

Chairman Nakagiri rules the amendment is out of order.
Discussion.

Motion to overrule the Chair's decision that the motion to amend is out of order.

It was moved by B. Plank
Seconded by M. Smith
Discussion.

Chairman Nakagiri calls for 5 min recess at 7:15 p.m.

Meeting resumes at 7:19 p.m.

Roll Call Vote: Yes (5): B. Plank, C. Griffith, M. Smith, C. Reader, and J. Gross
No (3): W. Nakagiri, D. Helzerman, and J. Drick
Absent (1): M. Zajac

MOTION to Overrule Chair's Decision is Carried (5-3-1)

Motion to amend the Resolution to add Stacy Farrell for reconsideration of her appointment to the Livingston County Human Services Collaborative Body.

It was moved by B. Plank
Seconded by M. Smith

Roll Call Vote: Yes (5): B. Plank, C. Griffith, M. Smith, C. Reader, and J. Gross
No (3): W. Nakagiri, D. Helzerman, and J. Drick
Absent (1): M. Zajac

MOTION TO AMEND Carried (5-3-1)

Motion to adopt the Amended Resolution.

It was moved by B. Plank
Seconded by M. Smith

Roll Call Vote: Yes (5): B. Plank, C. Griffith, M. Smith, C. Reader, and J. Gross

No (3): W. Nakagiri, D. Helzerman, and J. Drick

Absent (1): M. Zajac

AMENDED MOTION Carried (5-3-1)

11.i 2022-10-165

Resolution Establishing Compensation for Livingston County Board of Commissioners –
Board of Commissioners

Motion to adopt the Resolution.

It was moved by B. Plank
Seconded by C. Reader

Yes (8): B. Plank, W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman, J. Drick,
and J. Gross; No (0): None; Absent (1): M. Zajac

MOTION Carried (8-0-1)

12. ACCOUNTS PAYABLE REPORTS

12.a Claims dated: October 24, 2022

12.b Payables dated: October 1 through October 14, 2022

Motion to approve the Claims Report and Payables Report as presented.

It was moved by: C. Griffith
Seconded by: J. Gross

Yes (8): C. Griffith, W. Nakagiri, M. Smith, C. Reader, D. Helzerman, J. Drick, J. Gross, and
B. Plank; No (0): None; Absent (1): M. Zajac

MOTION Carried (8-0-1)

13. CALL TO THE PUBLIC

The following persons addressed the Board: Stacy Farrell, Oceola Township and Brenda Plank,
Green Oak Township.

14. ADJOURNMENT

Motion to adjourn the meeting at 7:51 p.m.

It was moved by C. Griffith
Seconded by B. Plank

Yes (8): C. Griffith, W. Nakagiri, M. Smith, C. Reader, D. Helzerman, J. Drick, J. Gross, and
B. Plank; No (0): None; Absent (1): M. Zajac

MOTION Carried (8-0-1)

Amy L. Kostasich, Deputy County Clerk

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RESOLUTION

NO: 2022-10-161

LIVINGSTON COUNTY

DATE: October 24, 2022

Resolution to Approve and Implement the Results of the MGT of America Consulting, LLC. Classification and Compensation Study Effective 1/1/2023 for Nonunion Employees – Human Resources

WHEREAS, the County last conducted a non-union wage study in 2014-2015; and

WHEREAS, the Board of Commissioners Strategic Plan set a 2022 goal of conducting a wage and benefit survey for our nonunion employees; and

WHEREAS, in order to remain competitive and able to retain and recruit a talented workforce, the County issued an RFP in 2022 to select a vendor to conduct a classification and compensation study and the Board of Commissioners entered into a contract in March, 2022 with MGT of America Consulting, LLC to conduct the study; and

WHEREAS, MGT of America Consulting, LLC. conducted a classification and compensation study systematically using established practices regarding job evaluation, gathering market data and applying their findings via standard means of measurement; and

WHEREAS, MGT of America Consulting, LLC. has consistently sought input and provided feedback to the County throughout the project via meetings, correspondence, and conferences; and

WHEREAS, MGT of America Consulting, LLC. has completed the classification and compensation study based on the fundamental principles of wage and salary administration and the proper evaluation of internal and external pay factors, concurred with by the Classification and Compensation Study Steering Committee, the Personnel Committee, and based on the terms of the agreement for service; and

WHEREAS, the Classification and Compensation Study Steering Committee and Personnel Committee have reviewed the classification and compensation study and recommend the approval of the results and implementation.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the Classification and Compensation Study conducted by MGT of America Consulting, LLC. dated October 14, 2022 effective January 1, 2023 only for employees currently and actively employed as of January 1, 2023.

BE IT FURTHER RESOLVED that the classification changes, including title changes and reclassifications as described in the Classification and Compensation Study for Livingston County Final Report, dated October 14, 2022 are hereby adopted.

BE IT FURTHER RESOLVED that individual employee whose current pay falls within the new grade shall be placed on the step closest to, but not less than, their current base pay.

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BE IT FURTHER RESOLVED that for employees currently compensated above the range maximum (red circled) there shall be no adjustment to their base rate. Employees currently compensated below the new range minimum (reclassifications) shall be immediately brought to the range minimum as a one-time adjustment, or the step on the new grade scale that gives them at least a 5% increase to their current pay, whichever is greater.

BE IT FURTHER RESOLVED that changes recommended by MGT of America Consulting, LLC. to the attached Classification / Compensation Guidelines policy are hereby approved and adopted.

BE IT FURTHER RESOLVED that the 2023 salary schedule was prepared without an across-the-board market adjustment for 2023. A cost-of-living adjustment will require separate action by the Board of Commissioners.

BE IT FURTHER RESOLVED should an employee or their supervisor feel the placement of a job within the classification or grade structure is incorrect, an appeal can be made to the Human Resources Department to reevaluate the position after a six (6) month waiting period following Board approval of this study.

BE IT FINALLY RESOLVED that the implementation of the Classification and Compensation results for non-union Court Employees will occur upon the written approval and authorization of the Chief Judge.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorize any necessary budget amendments and transfers needed to effectuate the above

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MOVED:
SECONDED:
CARRIED:

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Exhibit 6



COMPENSATION AND CLASSIFICATION STUDY

LIVINGSTON COUNTY

PUBLIC FINAL REPORT

October 20, 2022



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CHAPTER 1. INTRODUCTION

I.1 BACKGROUND

Livingston County contracted with MGT Consulting Group (MGT) in April of 2022 to conduct a Classification and Compensation Study. The overall objective of the study was to strengthen Livingston's compensation system to ensure that the system is accurate, equitable, and market competitive so the County continues to be positioned to attract and retain highly qualified employees. The recommendations provided in this report will assist Livingston with maintaining a competitive compensation system that will support the County in its goal to compensate its employees fairly and at market competitive rates to recruit and retain the best possible talent.

To accomplish the County's project goals, MGT's study included:

- A review of the County's current salary schedules, related policies, benefits, and job descriptions.
- ♦ A review of the data gathered through MGT's Management Issues Paper (MIP) survey from supervisors to identify concerns about job titles, pay, position levels, the accuracy of job descriptions, recruitment, retainment, and career pathways.
- ♦ A review of the data gathered through MGT's Job Content Questionnaire (JCQ) to confirm each job's essential duties and responsibilities, minimum education and experience requirements, internal and external relationships, physical requirements, and working conditions.
- ♦ An evaluation of each job to ensure accurate and industry-standard classifications and titles, FLSA compliance, and appropriate market benchmarking.
- ♦ A review and comparison of salary and benefits data from comparable organizations (as approved by the County).
- ♦ The development of an updated classification and compensation system based upon relevant market comparisons, and the assignment of positions to appropriate placement within the system.
- ♦ A summary of cost estimates, policies, and strategies to implement the proposed compensation structure.

We appreciate the cooperation of the County's Project Officer and all employees and supervisors who assisted in the development of job information for this study.

I.2 OVERVIEW OF REMAINING CHAPTERS

This report contains four chapters, including this introduction. The remaining chapters include:

- **Chapter 2.0 – Approach and Methodology.** This chapter presents a summary of MGT’s methodology for collecting data from employees and for conducting a market analysis for all included classifications. A description of each component is provided.
- **Chapter 3.0 – Results and Reports.** This chapter provides information on the proposed compensation plan, a summary of the total cost to implement the model, and an overview of the benefits review component of this study.
- **Chapter 4.0 – Administration and Maintenance Practices.** This chapter presents best practice guidelines for administering and maintaining compensation systems to support future pay plan management decisions.

Additional information related to this study may be found in the appendices of this report.

CHAPTER 2. APPROACH & METHODOLOGY

2.1 PROJECT ACTIVITIES

MGT prepared the below methodological approach to address the specific issues, concerns, and objectives of Livingston County. Although generally accepted procedures, methodologies, and formats were used to conduct the study and prepare deliverables, the content of all final products was specifically tailored to the circumstances and requirements of Livingston County. The approach used for this engagement consisted of the following primary project activities:

- **TASK 1: CONDUCT INITIAL MEETING AND FINALIZE PROJECT WORK PLAN**
The objective of this task was to review the technical approach and strategies to be employed, to establish a mutually agreed upon project work plan, schedule, and team responsibilities, and to begin internal data collection.
- **TASK 2: DEVELOP AND IMPLEMENT A COMMUNICATIONS STRATEGY; HOLD ORIENTATION SESSION(S)**
The objective of this task was to understand each team member's roles and responsibilities and to define the project teams' communication lines and schedules. Additionally, the MGT project team developed communication materials and conducted orientation presentations as required.
- **TASK 3: REVIEW EXISTING CLASSIFICATION AND COMPENSATION SYSTEM**
The objective of this task was to work with the Livingston Project Officer to review existing compensation documentation. MGT also analyzed job descriptions, existing career ladders, and policies, and noted potential issues to be resolved.
- **TASK 4: GATHER AND EVALUATE CURRENT ORGANIZATIONAL AND EMPLOYEE JOB DATA**
The objective of this task was to gather and evaluate employee job data by administering the MGT Management Issues Paper (MIP) survey to offer supervisors the opportunity to identify compensation and classification concerns relating to their own areas of responsibility. This task also included administering MGT's Job Content Questionnaire (JCQ) to collect job data for analysis. This task included the review of collected data to prepare for benchmarking and developing recommendations.
- **TASK 5: IDENTIFY RELEVANT RECRUITMENT MARKET(S)**
The objective of this task was to identify market data sources and to verify the appropriate recruitment markets and competitor/comparable organizations for benchmarking and comparisons.
- **TASK 6: CONDUCT MARKET SALARY AND BENEFITS SURVEY AND BENCHMARK POSITIONS**
The objective of this task was to benchmark positions from the selected market data sources. The MGT team also conducted a Custom Market Salary and Benefits Survey for assessing pay and benefits relative to total compensation.

➤ **TASK 7: REVISE AND PREPARE JOB DESCRIPTIONS, AS NEEDED**

The purpose of this task was to review job description information and job data collected through MGT's Job Content Questionnaire (JCQ) from employees to review and ensure positions are accurately classified and to update job descriptions as needed.

➤ **TASK 8: DEVELOP COMPENSATION AND CLASSIFICATION SYSTEM; PRESENT REPORT**

The objective of this task was to provide Livingston with a competitive classification and compensation system and provide guidance relative to policies and procedures for the maintenance and administration of the updated system. MGT provided Livingston with a study report, detailing methodology, market sources, recommendations, cost estimates and implementation strategies, and best practices for ongoing maintenance and administration.

➤ **TASK 9: DEVELOP IMPLEMENTATION STRATEGIES**

The objective of this task was to provide guidance and cost projections relative to the pay system recommendations and compensation policy for implementation and with phase-in options.

➤ **TASK 10: PROVIDE ONGOING ASSISTANCE**

The objective of this task is to provide consultation on the implementation and maintenance of the proposed system for 12 months following the completion of the study.

The remaining sections of this chapter provide an overview of MGT's key project activities.

2.2 PROJECT INITIATION

Upon agreement to proceed, MGT's Project Team held a kick-off call on April 4, 2022, with the Livingston Project Officer to discuss the study's objectives, timeline, and strengths and weaknesses of the current system. Discussions also focused on Livingston's needs regarding the systems to be developed. The discussions resulted in a view of the County's priorities for classification review, salary administration, and long-range planning.



During the kick-off meeting, MGT shared a Data Request Checklist with Livingston and requested that Livingston provide a database of employee names, position titles, class dates, current salaries, and other pertinent information for analysis. This information served as a directory of the positions to be analyzed. Livingston also provided MGT with copies of job descriptions, and other related policies and data.

MGT provided Livingston with communications materials, including a Study Announcement template and Study FAQs document, to inform employees about the study. MGT maintained frequent contact with the Livingston Project Officer throughout the course of the study to ensure that the components of the classification and compensation system met the County's needs and goals for compensation.

2.3 MARKET DATA SOURCES

One of the key components of a salary study is the market review. Relevant recruitment markets were identified in collaboration with the Livingston Project Officers and used for benchmarking classifications. The market data sources analyzed in this study are shown in **Exhibit 2-1**.

EXHIBIT 2-1: MARKET DATA SALARY SOURCES AND RECRUITMENT AREAS

	<p>Salary.com CompAnalyst Online Database, August 2022</p> <p>The following recruitment areas were reviewed for benchmarking classifications:</p> <ul style="list-style-type: none"> • Michigan, Statewide • Lansing, Michigan • Ann Arbor, Michigan <p>Within these recruitment markets, the following industry scopes were used during the analysis:</p> <ul style="list-style-type: none"> • Government - All FTEs • All Industries - All FTEs • Government - \$20-\$50M Revenues • All Industries - \$20-\$50M Revenues <p>Annual average salaries were referenced for the market review.</p>
	<p>MGT Consulting Group Custom Market Salary and Benefits Survey, July 2022</p> <p>Livingston County identified peer/competitor organizations for MGT to survey for salary and benefits information through MGT's Custom Market Survey. An overview of this process is provided in Section 2.4. A copy of the Custom Market Survey is provided in Appendix A, and a copy of the Custom Market Survey Results is provided in Appendix B.</p>

Sources: Salary.com CompAnalyst database, 2022; MGT Consulting Group Custom Market Survey, 2022.

2.4 DATA COLLECTION

MANAGEMENT ISSUES PAPER (MIP)

Livingston County department heads and supervisory employees were invited to participate in an online survey, the Management Issues Paper (MIP), to collect information about specific concerns related to the County's current classification and compensation system (see **Appendix C**). Department heads and supervisory employees identified concerns or issues with specific positions, including issues of recruitment, retention, salary grade/range, career advancement, and position title. The MIP survey was distributed via email on May 3, 2022, and the survey data collection ended on May 23, 2022. A total of 63 MIP submissions were received by MGT. The results from the MIP survey were provided to the County's Project Officer in a supplemental report.

JOB CONTENT QUESTIONNAIRE (JCQ)

MGT used a survey instrument called a Job Content Questionnaire (JCQ) (see **Appendix D**) to collect data on job positions for analysis. All employees with positions included in the study were provided the opportunity to complete a JCQ.

The data from the JCQ was used to determine the primary duties of each position, the required minimum education, experience, skills, and training for each position, and to compare jobs to the identified comparable markets. The JCQ collected job data on various factors, including:

- Essential job duties
- Knowledge, skills, and abilities
- Function within the organization
- Education required
- Experience required
- Work performed
- Responsibility and leadership
- Decision-making
- Financial authority
- Physical and dexterity requirements
- Environmental hazards and working conditions
- Sensory requirements

The JCQ was distributed to employees via e-mail on May 9th and was closed on May 20th.

CUSTOM MARKET SURVEY

Livingston identified peer/competitor organizations that were invited to participate in MGT's Custom Market Salary and Benefits Survey on July 6th for comparisons relative to total compensation (see **Chapter 3** for more information about the benefits data gathered through this project activity). Salary and benefits data was requested through MGT's Custom Market Survey for the following organizations:

Counties:

1. Allegan County, MI
2. Berrien County, MI
3. Ingham County, MI
4. Jackson County, MI
5. Kalamazoo County, MI
6. Monroe County, MI
7. Muskegon County, MI
8. Ottawa County, MI
9. Saginaw County, MI
10. St. Clair County, MI
11. Washtenaw County, MI

**Counties listed above are the core/primary comparison group.*

Townships:

12. Brighton City, MI
13. Charter Township of Brighton, MI
14. Genoa Township, MI
15. Howell City, MI
16. Howell Township, MI
17. Marion Township, MI
18. Oceola Township, MI
19. Putnam Township, MI
20. Green Oak Township, MI
21. Hamburg Township, MI

School Districts:

22. Hartland Consolidated Schools
23. Howell Public Schools
24. Livingston Educational Service Agency (ESA)
25. Fowlerville Community Schools
26. Brighton Area Schools
27. Pinckney Community Schools

Other Organizations:

28. State Court Administrative Office (SCAO)
29. Ford
30. GM
31. University of Michigan - Ann Arbor
32. Cleary University
33. Michigan Department of Health & Human Services
34. Michigan Department of Environment, Great Lakes, and Energy (EGLE)
35. Michigan Department of Agriculture and Rural Development (MDARD)
36. STARS - Saginaw
37. ICTC - Isabella County
38. BCT - Battle Creek
39. MATS - Muskegon
40. MAX - Holland

The survey queried comparison organizations about their organization's minimum, midpoint, maximum and average salaries associated with selected positions, which included the following benchmark positions:

1. Administrative Specialist
2. Benefits Specialist

-
3. Building Inspector/Plan Reviewer
 4. Chief Deputy County Clerk
 5. Deputy Circuit Court Clerk
 6. Deputy Director of Human Resources
 7. Driver (CDL)
 8. Election Specialist/Deputy Clerk
 9. Elections Coordinator/Deputy Clerk
 10. Emergency Management Regional Planner
 11. Engineering Surveyor
 12. Senior Financial Analyst
 13. Lead Court Security Officer
 14. Maintenance Mechanic
 15. Network Administrator
 16. Office Manager
 17. Public Safety Technician Specialist
 18. Senior Appraiser
 19. Senior Payroll Clerk
 20. Senior Vital Records Clerk
 21. Specialty Courts and Programs Administrator
 22. Veterans Affairs Director
 23. Vital Records Clerk
 24. Prosecutor
 25. Assistant Prosecutor (1,2&3)
 26. Attorney Referee/Juvenile
 27. Attorney/Referee FOC
 28. Research Attorney
 29. Law Clerk/Attorney Magistrate
 30. Chair BOC
 31. Commissioners
 32. Vice Chair BOC
 33. County Clerk
 34. Drain Commissioner
 35. Register of Deeds
 36. Sheriff
 37. Treasurer

The survey also asked respondents to provide benefits information for comparisons and input relative to their organizational policies, such as cost-of-living adjustments and remote work policy.

Several e-mail reminders and follow-up calls were made to encourage participation. The survey was closed on July 22nd following a request for a deadline extension and additional outreach. Additional data was gathered through online research. A copy of the survey tool used in this data collection is included in **Appendix A**, and a copy of the Custom Market Survey results is provided in **Appendix B**.

2.5 POSITION REVIEW AND PLAN DEVELOPMENT

MGT conducted an extensive review of Livingston positions relative to their job duties, qualifications, and responsibilities to determine any recommended position title updates or reclassifications. MGT also reviewed job descriptions/data and responses from the Management Issues Paper (MIP) survey to conduct the job review and to identify the appropriate recruitment markets and benchmark comparisons for determining any needed market adjustments and job updates. A database of all benchmark data reviewed during the study was provided to the Livingston Project Officer for reference and to support implementation and future maintenance and administration. **Exhibit 2-2** provides an overview of MGT's process for assessing the County's positions, assessing market competitiveness, and developing pay plan recommendations.

EXHIBIT 2-2: OVERVIEW OF REVIEW PROCESSES



Source: MGT Consulting Group, 2022.

Generally, market benchmarks in classification and compensation studies reflect the overall market annual average salary of incumbents in a classification. Dependent on market data availability, other market salaries may also be referenced, including the market range minimum, midpoint, and maximum salary rates. It should be noted that in any market comparison there are no mirror images for an organization, and position matches involve judgment in making comparisons. Through a detailed compilation and comprehensive review of the determined competitive markets, one can establish a general guide to assess market conditions. In reviewing the County's positions, a considerable amount of data was generated to select appropriate competitive markets and position benchmarks to conduct comparisons.

A copy of Livingston’s pre-study pay plan and grade order are provided in **Appendix E** for reference. Livingston’s pre-study pay plan was assessed for market competitiveness by using the benchmarks’ market salaries to determine if the pay plan’s structure was adequate to accommodate adjusting to market rates and allowing room for growth, or if a new system would need to be developed. As a result of this assessment, MGT developed an updated pay plan for Livingston to adjust positions appropriately to their respective markets, allow room for career advancement, avoid salary compression, and strengthen the County’s market competitiveness (see **Chapter 3.0** and **Appendix F** for the proposed pay plan). Positions were assigned to pay grades per their market benchmarks and were reviewed and adjusted relative to recruiting needs, job family hierarchies, and supervisory lines as necessary.

CHAPTER 3. RESULTS AND REPORTS

3.1 PROPOSED PLAN AND IMPLEMENTATION

MGT maintained a single pay plan for Livingston consisting of 16 grades and 9 steps. The plan has a 6 percent spread between the minimum and midpoint of the market (which is step 3 on the proposed schedule), and an 18 percent spread between the midpoint of the market (step 3) and the maximum at step 9 (24 percent total spread). The proposed pay plan provided in **Exhibit 3-1** (and **Appendix F**) is a result of this study's market analysis. The midpoint of the market (step 3) for each grade represents the average market salary for the positions assigned to the grade. All grades in the plan are separated by varying percentages from 5 to 10 percent.

EXHIBIT 3-1: PROPOSED PAY PLAN

Annual									
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
101 S	\$ 34,000.00	\$ 35,020.00	\$ 36,070.60	\$ 37,152.72	\$ 38,267.30	\$ 39,415.32	\$ 40,597.78	\$ 41,815.71	\$ 43,070.18
102 S	\$ 36,380.00	\$ 37,471.40	\$ 38,595.54	\$ 39,753.41	\$ 40,946.01	\$ 42,174.39	\$ 43,439.62	\$ 44,742.81	\$ 46,085.10
103 S	\$ 39,108.50	\$ 40,281.76	\$ 41,490.21	\$ 42,734.91	\$ 44,016.96	\$ 45,337.47	\$ 46,697.59	\$ 48,098.52	\$ 49,541.48
104 S	\$ 42,041.64	\$ 43,302.89	\$ 44,601.97	\$ 45,940.03	\$ 47,318.23	\$ 48,737.78	\$ 50,199.91	\$ 51,705.91	\$ 53,257.09
105 S	\$ 45,194.76	\$ 46,550.60	\$ 47,947.12	\$ 49,385.53	\$ 50,867.10	\$ 52,393.11	\$ 53,964.91	\$ 55,583.85	\$ 57,251.37
106 S	\$ 48,584.37	\$ 50,041.90	\$ 51,543.16	\$ 53,089.45	\$ 54,682.13	\$ 56,322.60	\$ 58,012.28	\$ 59,752.64	\$ 61,545.22
107 S	\$ 53,442.80	\$ 55,046.09	\$ 56,697.47	\$ 58,398.39	\$ 60,150.35	\$ 61,954.86	\$ 63,813.50	\$ 65,727.91	\$ 67,699.75
108 S	\$ 58,787.08	\$ 60,550.70	\$ 62,367.22	\$ 64,238.23	\$ 66,165.38	\$ 68,150.34	\$ 70,194.85	\$ 72,300.70	\$ 74,469.72
109 S	\$ 64,665.79	\$ 66,605.77	\$ 68,603.94	\$ 70,662.06	\$ 72,781.92	\$ 74,965.38	\$ 77,214.34	\$ 79,530.77	\$ 81,916.69
110 S	\$ 69,515.73	\$ 71,601.20	\$ 73,749.24	\$ 75,961.71	\$ 78,240.56	\$ 80,587.78	\$ 83,005.41	\$ 85,495.58	\$ 88,060.44
111 S	\$ 76,467.30	\$ 78,761.32	\$ 81,124.16	\$ 83,557.88	\$ 86,064.62	\$ 88,646.56	\$ 91,305.96	\$ 94,045.13	\$ 96,866.49
112 S	\$ 81,820.01	\$ 84,274.61	\$ 86,802.85	\$ 89,406.94	\$ 92,089.14	\$ 94,851.82	\$ 97,697.37	\$ 100,628.29	\$ 103,647.14
113 S	\$ 87,956.51	\$ 90,595.21	\$ 93,313.06	\$ 96,112.46	\$ 98,995.83	\$ 101,965.70	\$ 105,024.68	\$ 108,175.42	\$ 111,420.68
114 S	\$ 96,752.16	\$ 99,654.73	\$ 102,644.37	\$ 105,723.70	\$ 108,895.41	\$ 112,162.27	\$ 115,527.14	\$ 118,992.96	\$ 122,562.75
115 S	\$ 101,589.77	\$ 104,637.46	\$ 107,776.59	\$ 111,009.89	\$ 114,340.18	\$ 117,770.39	\$ 121,303.50	\$ 124,942.60	\$ 128,690.88
116 S	\$ 106,669.26	\$ 109,869.34	\$ 113,165.42	\$ 116,560.38	\$ 120,057.19	\$ 123,658.91	\$ 127,368.67	\$ 131,189.73	\$ 135,125.43

Hourly									
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
101 H	\$ 16.35	\$ 16.84	\$ 17.34	\$ 17.86	\$ 18.40	\$ 18.95	\$ 19.52	\$ 20.10	\$ 20.71
102 H	\$ 17.49	\$ 18.02	\$ 18.56	\$ 19.11	\$ 19.69	\$ 20.28	\$ 20.88	\$ 21.51	\$ 22.16
103 H	\$ 18.80	\$ 19.37	\$ 19.95	\$ 20.55	\$ 21.16	\$ 21.80	\$ 22.45	\$ 23.12	\$ 23.82
104 H	\$ 20.21	\$ 20.82	\$ 21.44	\$ 22.09	\$ 22.75	\$ 23.43	\$ 24.13	\$ 24.86	\$ 25.60
105 H	\$ 21.73	\$ 22.38	\$ 23.05	\$ 23.74	\$ 24.46	\$ 25.19	\$ 25.94	\$ 26.72	\$ 27.52
106 H	\$ 23.36	\$ 24.06	\$ 24.78	\$ 25.52	\$ 26.29	\$ 27.08	\$ 27.89	\$ 28.73	\$ 29.59
107 H	\$ 25.69	\$ 26.46	\$ 27.26	\$ 28.08	\$ 28.92	\$ 29.79	\$ 30.68	\$ 31.60	\$ 32.55
108 H	\$ 28.26	\$ 29.11	\$ 29.98	\$ 30.88	\$ 31.81	\$ 32.76	\$ 33.75	\$ 34.76	\$ 35.80
109 H	\$ 31.09	\$ 32.02	\$ 32.98	\$ 33.97	\$ 34.99	\$ 36.04	\$ 37.12	\$ 38.24	\$ 39.38
110 H	\$ 33.42	\$ 34.42	\$ 35.46	\$ 36.52	\$ 37.62	\$ 38.74	\$ 39.91	\$ 41.10	\$ 42.34
111 H	\$ 36.76	\$ 37.87	\$ 39.00	\$ 40.17	\$ 41.38	\$ 42.62	\$ 43.90	\$ 45.21	\$ 46.57

County Administrator									
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
CADM	\$ 137,806.02	\$ 141,940.20	\$ 146,198.40	\$ 150,584.36	\$ 155,101.89	\$ 159,754.94	\$ 164,547.59	\$ 169,484.02	\$ 174,568.54

Source: MGT Consulting Group, 2022.

The pay plan is based on a 40-hour work week.

Each job classification was assigned to a pay grade within the proposed pay plan per their market benchmarks. The positions were further reviewed and adjusted relative to recruiting needs, hierarchies, and supervisory lines as necessary.

MGT encourages the expeditious implementation of the proposed pay plan as the plan and grade assignment recommendations are based on the most current competitive market data available. MGT recommends that the following phase-in priorities be established:

1. All employees below the minimum salary of their recommended assigned pay grade should be adjusted to the minimum salary as soon as possible (within 1-year as best practice).
2. The remaining adjustment costs should also be applied during the first year of implementation to avoid compression (20-25 percent as best practice).
3. All remaining adjustments should be completed based upon a set implementation schedule (and as budget allows) to avoid compression, maintain internal equity, and ensure classifications stay competitive with the market.

Exhibit 3-2 summarizes the estimated fiscal impact of the proposed adjustments to the County pay plan. **The total estimated fiscal cost of the proposed recommendations is \$1,157,385.78.**

EXHIBIT 3-2: TOTAL ADJUSTMENT COST ESTIMATES

Current Payroll	Adjustment to Minimum	Remaining Adjustment Cost	Total Adjustment Cost	Resulting Percent Increase to Payroll	Proposed Payroll
\$ 22,853,812.36	\$ 447,998.28	\$ 709,387.50	\$ 1,157,385.78	5.06%	\$ 24,011,198.14

Source: MGT Consulting Group, 2022.

It is recommended that employee salaries be either maintained at their current level or adjusted upward according to the proposed pay plan and policy recommendations provided in this report and that no employees' salaries be reduced. The estimates provided in this report are based on the latest employee information provided to MGT by Livingston (received 10/7/22). Any employee data changes occurring after this date should be accounted for in the implementation plan prior to taking effect.

MGT has provided the following four study reports in the Appendices listed below that will assist Livingston with implementing the proposed pay plan recommendations:

Grade Order List Report - Appendix G indicates the pay grade to which each job class would be assigned under the proposed plan. It further indicates the annualized minimum, market (step 3 of the schedule), and maximum pay for each pay grade.

3.2 COMPARATIVE BENEFITS AND POLICIES REVIEW

This report section focuses on a comparative assessment of Livingston County's benefits in comparison to peer and competitor organizations identified by the County. Benefits data were gathered from the selected organizations (see listing in **Chapter 2.0**) through MGT's Custom Market Salary and Benefits Survey, outreach, and online research. This report section includes an overview of Livingston County's benefits offerings followed by the comparative assessment.

OVERVIEW OF COUNTY BENEFITS

MGT reviewed the benefits information provided by the County's Human Resources and from the County's website to gather data to review the current state of its benefits program. Livingston County offers its full-time employees a variety of benefits, including:

- Health insurance, which is offered through Blue Cross Blue Shield of Michigan. There are three options for non-union employees which include Community Blue PPO 4, Community Blue PPO 6, and High Deductible Health Plan. Currently, the County pays for 80-90 percent of the cost of health insurance for most employees, depending on the date of hire for the employee. The rates for 2022 for the three plans and two tiers are provided in **Exhibit 3-1**.
- Dental insurance, which is offered through Blue Cross Blue Shield of Michigan. The rates for the plan are provided in **Exhibit 3-3**.
- Vision insurance, which is offered through MetLife. The rates for the plan are provided in **Exhibit 3-4**.
- Retirement, which is offered through the Municipal Employees' Retirement System of Michigan (MERS). The details of the plan are provided in **Exhibit 3-5**.
- Paid leave, which includes sick leave, vacation, and holiday. See Exhibit 3-6 for leave totals.

Livingston County offers health coverage at a minimal cost to employees depending on the plan selected. **Exhibit 3-1** shows the amounts for health insurance monthly premium rates for 2022.

EXHIBIT 3-1: 2022 HEALTH INSURANCE BI-WEEKLY PREMIUM RATES

COVERAGE CLASS TIER 1 (Hired Before 11/1/2009)	BCBSM PPO 4	BCBSM PPO 6	HDHP
Single	\$28.58	\$44.84	\$0.00
2 Person	\$68.59	\$107.61	
2 Person Spouse	\$78.59	\$117.61	
Family	\$85.73	\$134.52	\$0.00
Family w/Spouse	\$95.73	\$144.52	

Source: Livingston County Human Resources, 2022.

COVERAGE CLASS TIER 2 (Hired After 11/1/2009)	BCBSM PPO 4	BCBSM PPO 6	HDHP
Single	\$57.16	\$73.42	\$0.00
2 Person	\$137.17	\$176.20	
2 Person Spouse	\$147.17	\$186.20	
Family	\$171.47	\$220.25	\$0.00
Family w/Spouse	\$181.47	\$230.35	

Source: Livingston County Human Resources, 2022.

BENEFITS COMPARATIVE ANALYSES

As part of MGT's data collection, selected peer and competitor organizations were asked to provide the overall average value of their benefits package as a percentage of the total compensation offered to their employees. One of the primary indicators of market competitiveness is the value of an organization's benefits package relative to total compensation.

To calculate the total benefits to compensation percentage, MGT uses the equation:

$$\% \text{ Benefits to Total Compensation} = \text{Annual Value of Benefits} / \text{Total Compensation}$$

To determine the values needed for this equation, MGT uses the equation:

$$\text{Total Compensation} = \text{Annual Cash Compensation} + \text{Annual Value of Benefits}$$

An employee's annual cash compensation can be defined as *all compensation that is paid directly to an employee*. It is the combined value employers pay for Base pay (salary/hourly rates) and Bonuses and/or incentive pay. The annual value of benefits includes all compensation that is not paid directly to an employee. This value is calculated in addition to base salary and incentive pay and is the combined value of the following components:

- Medical benefits coverage
- Paid time off (includes vacation/sick/PTO, holiday, personal, etc.)
- Disability Insurance
- Life Insurance
- Retirement benefits (including 401(k)/403(b), pension plans, etc.)
- FICA (Social Security, etc.)
- Worker's Compensation

COUNTY ORGANIZATION FINDINGS

As shown in **Exhibit 3-2**, the responding county organizations reported an average benefits package value of 37.83 percent compared to Livingston County at 34.0 percent, a difference of 3.83 percent. Core county peer benefits values ranged from 36.50 percent to 40.0 percent at the time the survey was conducted. The overall peer average of all organizations surveyed was 35.70 percent, compared to Livingston County at 34.0 percent, a difference of 1.70 percent.

EXHIBIT 3-2: OVERALL AVERAGE BENEFIT VALUE AS A PERCENTAGE OF TOTAL COMPENSATION

ORGANIZATION	BENEFITS PERCENTAGE OF TOTAL COMPENSATION
Livingston County, MI	34.0%
<i>Peer Average</i>	37.83%
<i>Overall, Peer Average of all Organizations</i>	35.70%
Berrien County, MI	Varies by bargaining status and unit.
Ingham County, MI	Varies by union group.
Jackson County, MI	37.00%
Kalamazoo County, MI	36.50%
Muskegon County, MI	40.00%

Source: MGT Custom Market Survey, 2022.

Exhibit 3-3 shows whether dental insurance is offered as a voluntary or contributory benefit by the surveyed organizations, and if contributory, what percentage of the premium is paid by the employer. Livingston County provides its dental insurance through Blue Cross Blue Shield of Michigan as a voluntary benefit. Most of the responding peer organizations shown below offer dental insurance as a voluntary benefit with a percentage paid by the employer.

EXHIBIT 3-3: DENTAL INSURANCE COMPARISON

ORGANIZATION	INSURANCE PROVISION TYPE	BI-WEEKLY PREMIUM
LIVINGSTON COUNTY, MI TIER 1	Voluntary	Employee: \$1.65 E + Spouse: \$3.29 Family: \$5.77
LIVINGSTON COUNTY, MI TIER 2	Voluntary	Employee: \$3.29 E + Spouse: \$6.59 Family: \$11.53
<i>Peer Average</i>	<i>Voluntary</i>	<i>% Paid by employer</i>
<i>Overall, Peer Average of all Organizations</i>	<i>Voluntary</i>	<i>Unknown</i>
ALLEGAN COUNTY, MI	Voluntary	5% Employer Paid

INGHAM COUNTY, MI	Voluntary	Included in Medical
KALAMAZOO COUNTY, MI	Contributory	80% Employer Paid
MONROE COUNTY, MI	Voluntary	100% Employee Paid
BERRIEN COUNTY, MI	Voluntary	80% Employer Paid
MUSKEGON COUNTY, MI	Voluntary	90% Employer Paid
JACKSON COUNTY, MI	Voluntary	Included in Medical
SAGINAW COUNTY, MI	Voluntary	100% Employee Paid
ST. CLAIR COUNTY, MI	Voluntary	Included in Medical
WASHTENAW COUNTY, MI	Voluntary	100% Employee Paid

Source: MGT Custom Market Survey, 2022. n/a: unknown or insurance offered but premium data unavailable.

Exhibit 3-4 shows whether vision insurance is offered as a voluntary or contributory benefit by the surveyed organizations, and if contributory, what percentage of the premium is paid by the employer. Livingston County offers voluntary vision insurance for employees (opt-out payment varies per bargaining unit). Of the responding peer organizations, one organization offers vision as a contributory insurance, four as a voluntary benefit, and two organizations include vision insurance within their health benefit.

EXHIBIT 3-4: VISION INSURANCE COMPARISON

ORGANIZATION	INSURANCE PROVISION TYPE	BI-WEEKLY PREMIUM
LIVINGSTON COUNTY, MI	Voluntary	Employee: \$3.45 E + Spouse: \$6.56 Family: \$9.63
<i>Peer Average</i>	<i>Voluntary</i>	<i>% is paid by the employer</i>
<i>Overall, Peer Average of all Organizations</i>	<i>Voluntary</i>	<i>Unknown</i>
ALLEGAN COUNTY, MI	N/A	N/A
INGHAM COUNTY, MI	Voluntary	Included in Medical
KALAMAZOO COUNTY, MI	Contributory	80% Employer Paid
BERRIEN COUNTY, MI	Voluntary	90% Employer Paid
MUSKEGON COUNTY, MI	Voluntary	N/A
JACKSON COUNTY, MI	Voluntary	Included in Medical

SAGINAW COUNTY, MI	Voluntary	100% Employer Paid
WASHTENAW COUNTY, MI	Voluntary	100% Employee Paid

Source: MGT Custom Market Survey, 2022. n/a: unknown or insurance offered but data unavailable.

Exhibit 3-5 provides an overview of the surveyed organizations' retirement plans offered and the percentage match by employers if offered. Livingston County offers a MERS Defined Contribution Plan in which the County contributes a match of 8 percent and a MERS Hybrid Plan in which the County contributes 3 percent. Most of the responding organizations offer a MERS Defined Contribution Plan.

EXHIBIT 3-5: RETIREMENT PLAN COMPARISON

ORGANIZATION	RETIREMENT PLANS OFFERED	EMPLOYER MATCH PERCENTAGE
LIVINGSTON COUNTY, MI	MERS Defined Contribution Plan MERS Hybrid Plan	8% (non-union employees hired after 1/1/2022/ MERS Defined Contribution Plan) 3% (non-union employees hired between 7/6/2009 and 1/1/2022 / MERS Hybrid Plan)
<i>Peer Average</i>	<i>Defined Contribution Plan</i>	6%
<i>Overall, Peer Average of all Organizations</i>	<i>Defined Contribution Plan 403b Plan</i>	5%
Allegan County, MI	MERS Defined Contribution Plan	N/A
Berrien County, MI	Voluntary 457b	Varies by Bargaining Unit status
Ingham County, MI	MERS Defined Contribution Plan	Varies by Bargaining Unit status
Jackson County, MI	Defined Benefit & Defined Contribution Plan	Employer match for the Defined Contribution plan is dependent on each bargaining unit (most are at a 5% matching, but deputies are at 6%)
Kalamazoo County, MI	457 Deferred Compensation Plan	N/A
Monroe County, MI	MERS Defined Contribution Plan	N/A
Muskegon County, MI	Defined Benefit & Defined Contribution Plan	Defined Benefit: 13.5% Defined Contribution: 6%
Ottawa County, MI	MERS Defined Contribution Plan & 457b Plan	MERS Defined Contribution Plan: 6% 457: \$1,000 Annual contribution
Saginaw County, MI	MERS Defined Contribution Plan	N/A
St. Clair County, MI	Defined Benefit and Defined Contribution Plan	N/A
Washtenaw County, MI	MERS Defined Contribution Plan	N/A

Source: MGT Custom Market Survey, 2022.

The annual maximum number of hours offered for paid leave by each organization and each leave type are displayed in **Exhibit 3-6**.

- Livingston County offers a maximum of 48 hours of sick leave annually compared to the peer organizations, which offer an average of 68 hours (ranging from 40 to 104 hours).
- Livingston County offers a maximum of 176 hours of paid vacation leave annually compared to the peer average of 137.6 hours (ranging from 72 to 304 hours).
- Livingston County offers a maximum of 104 hours of paid holiday leave annually compared to the peer average of 72 hours (ranging from 64 to 200 hours).
- Livingston County offers a maximum of 8 hours for personal leave. One organization offers 40 hours of paid medical leave, and two organizations offer personal and/or floating days. The average of those two peers is 28 hours (ranging from 16 hours to 40 hours).

EXHIBIT 3-6: MAXIMUM NUMBER OF ANNUAL PAID LEAVE DAYS/HOURS

ORGANIZATION	SICK	VACATION	HOLIDAY	OTHER
LIVINGSTON COUNTY, MI	6 days per year / 48 hours	22 days per year / 176 hours	13 days per year / 104 hours	1 day / 8 hours
<i>Peer Average</i>	<i>8.5 days / 68 hours</i>	<i>17 days / 136 hours</i>	<i>13 days / 104 hours</i>	<i>4 days / 32 hours</i>
<i>Overall, Peer Average of all Organizations</i>	<i>7 days / 56 hours</i>	<i>18 days / 144 hours</i>	<i>12 days / 96 hours</i>	<i>4 days / 32 hours</i>
ALLEGAN COUNTY, MI	N/A	N/A	13 days / 104 hours	N/A
BERRIEN COUNTY, MI	13 days / 104 hours	12 days / 96 hours	25 days / 200 hours	2 personal days / 16 hours
INGHAM COUNTY, MI	N/A	N/A	13 days / 104 hours	N/A
JACKSON COUNTY, MI	6 days / 48 hours	38 days / 304 hours	11 days / 88 hours	N/A
KALAMAZOO COUNTY, MI	5 days / 40 hours	9 days / 72 hours	13 days / 104 hours	40 hours of Paid Medical Leave available the first full pay period of July
MUSKEGON COUNTY, MI	10 days / 80 hours	15 days / 120 hours	12 days / 96 hours	N/A
OTTAWA COUNTY, MI	N/A	N/A	8 days / 64 hours	5 floating days / 40 hours
WASHTENAW COUNTY, MI	N/A	12 days / 96 hours	8 days / 64 hours	N/A

Source: MGT Custom Market Survey, 2022. n/a: unknown or leave offered but data unavailable.

In addition to health coverage, dental, vision, and retirement plans, the responding organizations also provided information about the other benefits offered to their employees, as shown in **Exhibit 3-7**. Most of the responding organizations offer similar additional benefits as Livingston County, including Life Insurance, Disability Insurance, Employee Assistance Programs, and Health Savings Accounts.

EXHIBIT 3-7: ADDITIONAL BENEFITS OFFERED TO EMPLOYEES

BENEFIT	LIVINGSTON COUNTY, MI	ALLEGAN COUNTY, MI	BERRIEN COUNTY, MI	INGHAM COUNTY, MI	JACKSON COUNTY, MI	KALAMAZOO COUNTY, MI	MONROE COUNTY, MI	MUSKEGON COUNTY, MI	OTTAWA COUNTY, MI	SAGINAW COUNTY, MI	ST. CLAIR COUNTY, MI	WASHTENAW COUNTY, MI
Life Insurance	Y	Y	Y	Y	Y	Y			Y		Y	Y
Critical Illness Insurance	Y	Y			Y						Y	
Accident Insurance	Y	Y		Y	Y						Y	Y
Cancer Insurance	Y				Y						Y	
Disability Insurance	Y	Y	Y	Y	Y	Y		Y	Y		Y	Y
Sick Leave Bank	Y		Y	Y	Y			Y			Y	
Flex Spending Account	Y											
Health Savings Account	Y		Y	Y	Y		Y	Y	Y		Y	Y
EAP (Employee Assistance Program)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Education Assistance / Tuition Reimbursement Program	Y	Y			Y	Y	Y		Y		Y	Y
Pet Insurance	Y										Y	
Legal												
Sabbatical												
Cell/Allowance					Y	Y					Y	
PTO (Paid Time Off) Bank			Y		Y	Y		Y			Y	
Dependent Care Assistance	Y					Y					Y	
Vehicle Allowance											Y	
Wellness/Fitness	Y	Y		Y	Y	Y	Y		Y		Y	

Source: MGT Custom Market Survey, 2022. Blanks indicate unknown or not listed as a benefit.

POLICIES COMPARATIVE SUMMARY

In addition to collecting data regarding salary and benefits from the surveyed organizations, the survey also queried organizations about specific policies relating to the administration of their compensation systems and pay practices.

Exhibit 3-8 provides a summary of the peer responses regarding organizational policy adopted to address employees with long tenures or those employees that reach the top of their pay range.

EXHIBIT 3-8: POLICY REGARDING EMPLOYEES AND LONGEVITY

ORGANIZATION	POLICY
BERRIEN COUNTY, MI	<i>No longevity policy.</i>
INGHAM COUNTY, MI	<i>Ingham County's union and non-union compensations are based on years of service (steps). Those who were grandfathered still receive longevity pay.</i>
JACKSON COUNTY, MI	<i>Jackson County's Union and Non-Union Compensation tables are based on years of service steps (rewarding employees for longevity). A couple of our CBAs have grandfathered language regarding annual longevity payments, but there are only a handful of employees that are still eligible.</i>
MONROE COUNTY, MI	<i>An employee that completes a year of employment will be upgraded a step within their pay grade each year at the date of their anniversary until they reach the top of the pay grade.</i>
MUSKEGON COUNTY, MI	<i>5 years of service: \$250 annual payment; +\$50 added for each subsequent year. Maximum payout: \$1,250</i>

Source: MGT Custom Market Survey, 2022.

Exhibit 3-9 provides a summary of the peer responses regarding whether their pay plans receive regular Cost-of-Living Adjustments, and if so, how the Cost-of-Living (COLA) Policy is applied.

EXHIBIT 3-9: POLICY REGARDING COST-OF-LIVING ADJUSTMENTS

ORGANIZATION	POLICY
BERRIEN COUNTY, MI	<i>Administered at the first of the calendar year.</i>
INGHAM COUNTY, MI	<i>Cost-of-living is adjusted annually.</i>
JACKSON COUNTY, MI	<i>Non-Union cost of living adjustments are reviewed by the BOC on an annual basis and any increases are implemented on Jan 1 of each year. This past year, non-union employees received a 3% across the board increase. CBA (collective bargaining agreements) (collective bargaining agreements) contracts have been negotiated for a 3-year period with 11 different union groups. The County only has two groups that are 312 arbitration eligible.</i>
MONROE COUNTY, MI	<i>Currently undergoing a Base Wage Adjustment from 2021 to 2024. Wages will increase at certain percentages each year.</i>
MUSKEGON COUNTY, MI	<i>Administered annually, payment is based on Consumer Price Index. Maximum payment: \$416.</i>

Source: MGT Custom Market Survey, 2022.

TOWNSHIP FINDINGS

As shown in **Exhibit 3-10**, the responding Townships reported an average benefits package value of 20 percent compared to Livingston County at 34.0 percent, a difference of 14.0 percent.

EXHIBIT 3-10: OVERALL AVERAGE BENEFIT VALUE AS A PERCENTAGE OF TOTAL COMPENSATION

ORGANIZATION	BENEFITS PERCENTAGE OF TOTAL COMPENSATION
LIVINGSTON COUNTY, MI	34.0%
GENOA TOWNSHIP, MI	20.0%

Source: MGT Custom Market Survey, 2022.

Exhibit 3-11 shows whether dental insurance is offered as a voluntary or contributory benefit by the surveyed organizations, and if contributory, what percentage of the premium is paid by the employer. Livingston County provides its dental insurance through Blue Cross Blue Shield of Michigan as a voluntary benefit. Most of the responding peer organizations shown below offer dental insurance as a voluntary benefit.

EXHIBIT 3-11: DENTAL INSURANCE COMPARISON

ORGANIZATION	INSURANCE PROVISION TYPE	BI-WEEKLY PREMIUM
LIVINGSTON COUNTY, MI <i>TIER 1</i>	Voluntary	Employee: \$1.65 E + Spouse: \$3.29 Family: \$5.77
LIVINGSTON COUNTY, MI <i>TIER 2</i>	Voluntary	Employee: \$3.29 E + Spouse: \$6.59 Family: \$11.53
GREEN OAK TOWNSHIP, MI	Voluntary	N/A

Source: MGT Custom Market Survey, 2022. n/a: unknown or insurance offered but premium data unavailable.

Exhibit 3-12 shows whether vision insurance is offered as a voluntary or contributory benefit by the surveyed organizations, and if contributory, what percentage of the premium is paid by the employer. Livingston County offers voluntary vision insurance for employees. Of the responding peer organization, vision is offered as a voluntary benefit.

EXHIBIT 3-12: VISION INSURANCE COMPARISON

ORGANIZATION	INSURANCE PROVISION TYPE	BI-WEEKLY PREMIUM
LIVINGSTON COUNTY, MI	Voluntary	Employee: \$3.45 E + Spouse: \$6.56 Family: \$9.63
GREEN OAK TOWNSHIP, MI	Voluntary	N/A

Source: MGT Custom Market Survey, 2022. n/a: unknown or insurance offered but data unavailable.

Exhibit 3-13 provides an overview of the surveyed organizations' retirement plans offered and the percentage match by employers if offered. Livingston County offers a MERS Defined Contribution Plan in which the County contributes a match of 8 percent and a MERS Hybrid Plan in which the County contributes 3 percent. The two responding organizations offer a Defined Contribution Plan with an employer contribution; the amount varies.

EXHIBIT 3-13: RETIREMENT PLAN COMPARISON

ORGANIZATION	RETIREMENT PLANS OFFERED	EMPLOYER MATCH PERCENT
LIVINGSTON COUNTY, MI	MERS Defined Contribution Plan MERS Hybrid Plan	8% (non-union employees hired after 1/1/2022/ MERS Defined Contribution Plan) 3% (non-union employees hired between 7/6/2009 and 1/1/2022 / MERS Hybrid Plan)
PUTNAM TOWNSHIP, MI	Defined Contribution Plan Only	3% Employer contribution
GREEN OAK TOWNSHIP, MI	Municipal Employee's Retirement System of Michigan	Varied

Source: MGT Custom Market Survey, 2022.

The annual maximum number of hours offered for paid leave by each organization and each leave type are displayed in **Exhibit 3-14**.

- Livingston County offers a maximum of 48 hours of sick leave annually compared to the peer organizations, which offer an average of 0 hours.
- Livingston County offers a maximum of 176 hours of paid vacation leave annually compared to the peer average of 0 hours.
- Livingston County offers a maximum of 104 hours of paid holiday leave annually compared to the peer average of 0 hours.
- Livingston County offers a maximum of 8 hours for personal leave. The responding peer does not offer personal/other leave.

EXHIBIT 3-14: MAXIMUM NUMBER OF ANNUAL PAID LEAVE DAYS/HOURS

ORGANIZATION	SICK	VACATION	HOLIDAY	OTHER
LIVINGSTON COUNTY, MI	6 days per year / 48 hours	22 days per year / 176 hours	13 days per year / 104 hours	1 day / 8 hours
PUTNAM TOWNSHIP, MI	0	0	13 days / 104 hours	N/A

Source: MGT Custom Market Survey, 2022. n/a: unknown or leave offered but data unavailable.

In addition to health coverage, dental, vision, and retirement plans, the responding organizations also provided information about the other benefits offered to their employees, as shown in **Exhibit 3-15**. The responding organizations offer similar additional benefits to Livingston County, including Life Insurance and Disability Insurance.

EXHIBIT 3-15: ADDITIONAL BENEFITS OFFERED TO EMPLOYEES

BENEFIT	LIVINGSTON COUNTY, MI	GREEN OAK TOWNSHIP, MI	HAMBURG TOWNSHIP, MI
Life Insurance	Y	Y	Y
Critical Illness Insurance	Y		
Accident Insurance	Y		
Cancer Insurance	Y		
Disability Insurance	Y	Y	
Sick Leave Bank	Y		
Flex Spending Account	Y		
Health Savings Account	Y		
EAP	Y		
Education Assistance / Tuition Reimbursement Program	Y		
Pet Insurance	Y		
Legal			
Sabbatical			
Cell/Allowance			
PTO Bank			
Dependent Care Assistance	Y		
Vehicle Allowance			
Wellness/Fitness	Y		

Source: MGT Custom Market Survey, 2022.

Blanks indicate unknown or not listed as a benefit.

POLICIES COMPARATIVE SUMMARY

In addition to collecting data regarding salary and benefits from the surveyed organizations, the survey also queried organizations about specific policies relating to the administration of their compensation systems and pay practices.

Exhibit 3-16 provides a summary of the peer responses regarding organizational policy adopted to address employees with long tenures or those employees that reach the top of their pay range.

EXHIBIT 3-16: POLICY REGARDING EMPLOYEES AND LONGEVITY

ORGANIZATION	POLICY
PUTNAM TOWNSHIP, MI	<i>The Supervisor, Clerk, and Treasurer perform annual reviews and make recommendations for each individual's compensation and present them to the Board for approval.</i>

Source: MGT Custom Market Survey, 2022.

Surveyed peers did not provide information regarding whether their pay plans receive regular Cost-of-Living Adjustments, and if so, how the Cost-of-Living (COLA) Policy is applied.

SCHOOL DISTRICT FINDINGS

As shown in **Exhibit 3-17**, the responding School Districts reported an average benefits package value of 45 percent compared to Livingston County at 34.0 percent, a difference of 11.0 percent.

EXHIBIT 3-17: OVERALL AVERAGE BENEFIT VALUE AS A PERCENTAGE OF TOTAL COMPENSATION

ORGANIZATION	BENEFITS PERCENTAGE OF TOTAL COMPENSATION
LIVINGSTON COUNTY, MI	34.0%
LIVINGSTON EDUCATIONAL SERVICE AGENCY (ESA), MI	45.0%

Source: MGT Custom Market Survey, 2022.

Exhibit 3-18 shows whether dental insurance is offered as a voluntary or contributory benefit by the surveyed organizations, and if contributory, what percentage of the premium is paid by the employer. Livingston County provides its dental insurance through Blue Cross Blue Shield of Michigan as a voluntary benefit. All of the peer organizations shown below offer dental insurance as a benefit.

EXHIBIT 3-18: DENTAL INSURANCE COMPARISON

ORGANIZATION	INSURANCE PROVISION TYPE	BI-WEEKLY PREMIUM
LIVINGSTON COUNTY, MI <i>TIER 1</i>	Voluntary	Employee: \$1.65 E + Spouse: \$3.29 Family: \$5.77
LIVINGSTON COUNTY, MI <i>TIER 2</i>	Voluntary	Employee: \$3.29 E + Spouse: \$6.59 Family: \$11.53
HARTLAND CONSOLIDATED SCHOOLS, MI	Offered	N/A
HOWELL PUBLIC SCHOOLS, MI	Offered	N/A
LIVINGSTON EDUCATIONAL SERVICE AGENCY (ESA), MI	Offered	N/A
FOWLerville COMMUNITY SCHOOLS, MI	Offered	N/A
BRIGHTON AREA SCHOOLS, MI	Offered	N/A
PINCKNEY COMMUNITY SCHOOLS, MI	Offered	N/A

Source: MGT Custom Market Survey, 2022. n/a: unknown or insurance offered but premium data unavailable.

Exhibit 3-19 shows whether vision insurance is offered as a voluntary or contributory benefit by the surveyed organizations, and if contributory, what percentage of the premium is paid by the employer. Livingston County offers voluntary vision insurance for employees. All of the peer organizations shown below offer vision insurance as a benefit.

EXHIBIT 3-19: VISION INSURANCE COMPARISON

ORGANIZATION	INSURANCE PROVISION TYPE	BI-WEEKLY PREMIUM
LIVINGSTON COUNTY, MI	Voluntary	Employee: \$3.45 E + Spouse: \$6.56 Family: \$9.63
HARTLAND CONSOLIDATED SCHOOLS, MI	Offered	N/A
HOWELL PUBLIC SCHOOLS, MI	Offered	N/A
LIVINGSTON EDUCATIONAL SERVICE AGENCY (ESA), MI	Offered	N/A
FOWLerville COMMUNITY SCHOOLS, MI	Offered	N/A

BRIGHTON AREA SCHOOLS, MI	Offered	N/A
PINCKNEY COMMUNITY SCHOOLS, MI	Offered	N/A

Source: MGT Custom Market Survey, 2022. n/a: unknown or insurance offered but premium data unavailable.

Exhibit 3-20 provides an overview of the surveyed organizations' retirement plans offered and the percentage match by employers if offered. Livingston County offers a MERS Defined Contribution Plan in which the County contributes a match of 8 percent and a MERS Hybrid Plan in which the County contributes 3 percent. Most of the responding organizations offer a 403b plan, with employer matches that vary.

EXHIBIT 3-20: RETIREMENT PLAN COMPARISON

ORGANIZATION	RETIREMENT PLANS OFFERED	EMPLOYER MATCH PERCENT
LIVINGSTON COUNTY, MI	<ul style="list-style-type: none"> MERS Defined Contribution Plan MERS Hybrid Plan 	<p>8% (non-union employees hired after 1/1/2022/ MERS Defined Contribution Plan)</p> <p>3% (non-union employees hired between 7/6/2009 and 1/1/2022 / MERS Hybrid Plan)</p>
HARTLAND CONSOLIDATED SCHOOLS, MI	403b Plan	N/A
HOWELL PUBLIC SCHOOLS, MI	403b Plan 401k Plan	N/A
LIVINGSTON EDUCATIONAL SERVICE AGENCY (ESA), MI	403b Plan	Varies based on the ORS plan that is selected
FOWLerville COMMUNITY SCHOOLS, MI	403b Plan	N/A
BRIGHTON AREA SCHOOLS, MI	Defined Benefit Plan Defined Contribution Plan Pension Plus Plan	N/A
PINCKNEY COMMUNITY SCHOOLS, MI	403b Plan 457b Plan	N/A

Source: MGT Custom Market Survey, 2022.

The annual maximum number of hours offered for paid leave by each organization and each leave type are displayed in **Exhibit 3-21**.

- Livingston County offers a maximum of 48 hours of sick leave annually compared to the peer organizations, which offer an average of 80 hours.
- Livingston County offers a maximum of 176 hours of paid vacation leave annually compared to the peer average of 155 hours (ranging from 144 to 160 hours).
- Livingston County offers a maximum of 104 hours of paid holiday leave annually compared to the peer average of 80 hours (ranging from 80 to 88 hours).
- Livingston County offers a maximum of 8 hours for personal leave. Responding peers average 24 hours for personal days and 40 hours for bereavement (ranging from 16 to 32 hours for personal days).

EXHIBIT 3-21: MAXIMUM NUMBER OF ANNUAL PAID LEAVE DAYS/HOURS

ORGANIZATION	SICK	VACATION	HOLIDAY	OTHER
LIVINGSTON COUNTY, MI	6 days per year / 48 hours	22 days per year / 176 hours	13 days per year / 104 hours	1 day / 8 hours
HARTLAND CONSOLIDATED SCHOOLS, MI	N/A	20 days / 160 hours	10 days / 80 hours	4 personal days / 32 hours
HOWELL PUBLIC SCHOOLS, MI	N/A	20 days / 160 hours	11 days / 88 hours	2 personal days / 16 hours
LIVINGSTON EDUCATIONAL SERVICE AGENCY (ESA), MI	10 days / 80 hours	18 days / 144 hours	10 days / 80 hours	3 personal days / 24 hours 5 bereavement days / 40 hours

Source: MGT Custom Market Survey, 2022. n/a: unknown or leave offered but data unavailable.

In addition to health coverage, all organizations surveyed offered dental, vision, and retirement plans to their employees. Additional benefits offered to employees of the responding organizations in comparison to Livingston County are shown in **Exhibit 3-22**. Most of the responding organizations offer similar additional benefits as Livingston County, including Life Insurance, Disability Insurance, and Health Savings Accounts.

EXHIBIT 3-22: ADDITIONAL BENEFITS OFFERED TO EMPLOYEES

BENEFIT	LIVINGSTON COUNTY, MI	HARTLAND CONSOLIDATED SCHOOLS, MI	HOWELL PUBLIC SCHOOL, MI	LIVINGSTON EDUCATIONAL SERVICE AGENCY, MI	FOWLerville COMMUNITY SCHOOLS, MI	BRIGHTON AREA SCHOOLS, MI	PINCKNEY COMMUNITY SCHOOLS, MI
Life Insurance	Y	Y	Y	Y	Y	Y	Y
Critical Illness Insurance	Y						
Accident Insurance	Y						
Cancer Insurance	Y						
Disability Insurance	Y	Y	Y	Y	Y	Y	Y
Sick Leave Bank	Y						
Flex Spending Account	Y						
Health Savings Account	Y	Y			Y	Y	Y
EAP	Y	Y					
Education Assistance / Tuition Reimbursement Program	Y		Y	Y			
Pet Insurance	Y						
Legal							
Sabbatical							
Cell/Allowance							
PTO Banks							
Dependent Care Assistance	Y						
Vehicle Assistance			Y				
Wellness/Fitness	Y				Y		

Source: MGT Custom Market Survey, 2022. Blanks indicate unknown or not listed as a benefit.

POLICIES COMPARATIVE SUMMARY

In addition to collecting data regarding salary and benefits from the surveyed organizations, the survey also queried organizations about specific policies relating to the administration of their compensation systems and pay practices.

Exhibit 3-23 provides a summary of the peer responses regarding organizational policy adopted to address employees with long tenures or those employees that reach the top of their pay range.

EXHIBIT 3-23: POLICY REGARDING EMPLOYEES AND LONGEVITY

ORGANIZATION	POLICY												
LIVINGSTON EDUCATIONAL SERVICE AGENCY (ESA), MI	<p><i>Livingston ESA offers longevity compensation to the following groups: Transportation, Livingston Intermediate Professional Staff Association members, and Livingston Educational Teacher Assistant Association. Employees with the years of service as noted below as of June 1st of any given year will be entitled to these additional longevity payments:</i></p> <table><tr><th>Years of Service</th><th>Longevity Payment</th></tr><tr><td>5-10</td><td>\$500</td></tr><tr><td>11-15</td><td>\$1,000</td></tr><tr><td>16-20</td><td>\$1,500</td></tr><tr><td>21-24</td><td>\$2,000</td></tr><tr><td>25+</td><td>\$2,500</td></tr></table> <p><i>All longevity payments are subject to established performance-based provisions. Should an employee retire prior to June 1st, the longevity payment will be prorated based on the days worked of the scheduled workdays from the year in which the longevity was earned. That prorated amount will be paid out on their final check from the Agency.</i></p>	Years of Service	Longevity Payment	5-10	\$500	11-15	\$1,000	16-20	\$1,500	21-24	\$2,000	25+	\$2,500
Years of Service	Longevity Payment												
5-10	\$500												
11-15	\$1,000												
16-20	\$1,500												
21-24	\$2,000												
25+	\$2,500												

Source: MGT Custom Market Survey, 2022.

Exhibit 3-24 provides a summary of the peer responses regarding whether their pay plans receive regular Cost-of-Living Adjustments, and if so, how the Cost-of-Living (COLA) Policy is applied.

EXHIBIT 3-24: POLICY REGARDING COST-OF-LIVING ADJUSTMENTS

ORGANIZATION	POLICY
LIVINGSTON EDUCATIONAL SERVICE AGENCY (ESA), MI	<i>Wage scales are reviewed annually during the budget process. For the two unionized groups, the wages are negotiated.</i>

Source: MGT Custom Market Survey, 2022.

OTHER ORGANIZATION FINDINGS

Surveyed organizations did not provide information on their average benefits package value. **Exhibit 3-25** shows this information as unknown.

EXHIBIT 3-25: OVERALL AVERAGE BENEFIT VALUE AS A PERCENTAGE OF TOTAL COMPENSATION

ORGANIZATION	BENEFITS PERCENTAGE OF TOTAL COMPENSATION
LIVINGSTON COUNTY, MI	34.0%
Peer Average	Unknown

Source: MGT Custom Market Survey, 2022.

Exhibit 3-26 shows whether dental insurance is offered as a voluntary or contributory benefit by the surveyed organizations, and if contributory, what percentage of the premium is paid by the employer. Livingston County provides its dental insurance through Blue Cross Blue Shield of Michigan as a voluntary benefit. All of the peer organizations shown below offer dental insurance as a benefit.

EXHIBIT 3-26: DENTAL INSURANCE COMPARISON

ORGANIZATION	INSURANCE PROVISION TYPE	BI-WEEKLY PREMIUM
LIVINGSTON COUNTY, MI <i>TIER 1</i>	Voluntary	Employee: \$1.65 E + Spouse: \$3.29 Family: \$5.77
LIVINGSTON COUNTY, MI <i>TIER 2</i>	Voluntary	Employee: \$3.29 E + Spouse: \$6.59 Family: \$11.53
FORD MOTORS, MI	Offered	N/A
GENERAL MOTORS, MI	Offered	N/A
UNIVERSITY OF MICHIGAN – ANN ARBOR, MI	Offered	N/A
CLEARY UNIVERSITY, MI	Offered	N/A
MICHIGAN DEPARTMENT OF HEALTH & HUMAN SERVICES, MI	Offered	N/A
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE), MI	Offered	N/A
MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT (MDARD), MI	Offered	N/A
STARS – SAGINAW, MI	Offered	N/A
ICTC – ISABELLA COUNTY, MI	Offered	N/A

Source: MGT Custom Market Survey, 2022. n/a: unknown or insurance offered but premium data unavailable.

Exhibit 3-27 shows whether vision insurance is offered as a voluntary or contributory benefit by the surveyed organizations, and if contributory, what percentage of the premium is paid by the employer. Livingston County offers voluntary vision insurance for employees. All of the peer organizations shown below offer vision insurance as a benefit.

EXHIBIT 3-27: VISION INSURANCE COMPARISON

ORGANIZATION	INSURANCE PROVISION TYPE	BI-WEEKLY PREMIUM
LIVINGSTON COUNTY, MI	Voluntary	Employee: \$3.45 E + Spouse: \$6.56 Family: \$9.63
FORD MOTORS, MI	Offered	N/A
GENERAL MOTORS, MI	Offered	N/A
UNIVERSITY OF MICHIGAN – ANN ARBOR, MI	Offered	N/A
CLEARY UNIVERSITY, MI	Offered	N/A
MICHIGAN DEPARTMENT OF HEALTH & HUMAN SERVICES, MI	Offered	N/A
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE), MI	Offered	N/A
MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT (MDARD), MI	Offered	N/A
STARS – SAGINAW, MI	Offered	N/A
ICTC – ISABELLA COUNTY, MI	Offered	N/A

Source: MGT Custom Market Survey, 2022. n/a: unknown or insurance offered but data unavailable.

Exhibit 3-28 provides an overview of the surveyed organizations' retirement plans offered and the percentage match by employers if offered. Livingston County offers a MERS Defined Contribution Plan in which the County contributes a match of 8 percent and a MERS Hybrid Plan in which the County contributes 3 percent. Most of the responding organizations offer a 401k Plan, with an average employer match of 4 percent, ranging from 4 percent to 5 percent.

EXHIBIT 3-28: RETIREMENT PLAN COMPARISON

ORGANIZATION	RETIREMENT PLANS OFFERED	EMPLOYER MATCH PERCENT
LIVINGSTON COUNTY, MI	<ul style="list-style-type: none"> MERS Defined Contribution Plan MERS Hybrid Plan 	<ul style="list-style-type: none"> 8% (non-union employees hired after 1/1/2022/ MERS Defined Contribution Plan) 3% (non-union employees hired between 7/6/2009 and 1/1/2022 / MERS Hybrid Plan)
FORD MOTORS, MI	401K Plan	90 cents per dollar on the first 5% of an employee's contribution

GENERAL MOTORS, MI	401k Plan	4% Employer match
UNIVERSITY OF MICHIGAN – ANN ARBOR, MI	403b Plan 457b Plan	10% Employer match for both plans
CLEARY UNIVERSITY, MI	403b Plan	5% Employer match
MICHIGAN DEPARTMENT OF HEALTH & HUMAN SERVICES, MI	401k Plan	N/A

Source: MGT Custom Market Survey, 2022.

The annual maximum number of hours offered for paid leave by each organization and each leave type are displayed in **Exhibit 3-29**.

- Livingston County offers a maximum of 48 hours of sick leave annually compared to the peer organization, which offers an unlimited number of sick days. For the responding organization, after 3 consecutive sick days, the employee must present a doctor's note.
- Livingston County offers a maximum of 176 hours of paid vacation leave annually compared to the peer average of 200 hours (ranging from 200 to 240 hours).
- Livingston County offers a maximum of 104 hours of paid holiday leave annually compared to the peer average of 93 hours (ranging from 56 to 128 hours).
- Livingston County offers a maximum of 8 hours for personal leave. Responding peers do not offer personal/other leave.

EXHIBIT 3-29: MAXIMUM NUMBER OF ANNUAL PAID LEAVE DAYS/HOURS

ORGANIZATION	SICK	VACATION	HOLIDAY	OTHER
LIVINGSTON COUNTY, MI	6 days per year / 48 hours	22 days per year / 176 hours	13 days per year / 104 hours	1 day / 8 hours
FORD MOTORS, MI	N/A	25 days / 200 hours	12 days / 96 hours	N/A
GENERAL MOTORS, MI	Unlimited	30 days / 240 hours	16 days / 128 hours	N/A
UNIVERSITY OF MICHIGAN – ANN ARBOR, MI	N/A	N/A	7 days / 56 hours	N/A

Source: MGT Custom Market Survey, 2022. n/a: unknown or leave offered but data unavailable.

In addition to health coverage, dental, vision, and retirement plans, the responding organizations also provided information about the other benefits offered to their employees, as shown in **Exhibit 3-30**. Most of the responding organizations offer similar additional benefits as Livingston County, including Life Insurance, Disability Insurance, Employee Assistance Programs, Education/Tuition Assistance, and Health Savings Accounts.

EXHIBIT 3-30: ADDITIONAL BENEFITS OFFERED TO EMPLOYEES

BENEFIT	LIVINGSTON COUNTY, MI	FORD MOTORS, MI	GENERAL MOTORS, MI	UNIVERSITY OF MICHIGAN – ANN ARBOR, MI	CLEARY UNIVERSITY, MI	MICHIGAN DEPARTMENT OF HEALTH & HUMAN SERVICES, MI	MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND	MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL	STARS SAGINAW, MI	ICTC ISABELLA COUNTY, MI
Life Insurance	Y	Y	Y	Y		Y	Y	Y	Y	Y
Critical Illness Insurance	Y									
Accident Insurance	Y	Y								Y
Cancer Insurance	Y									
Disability Insurance	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Sick Leave Bank	Y									
Flex Spending Account	Y		Y							
Health Savings Account	Y		Y	Y		Y	Y	Y	Y	Y
EAP	Y	Y	Y	Y	Y					Y
Education Assistance / Tuition Reimbursement Program	Y	Y	Y		Y					
Pet Insurance	Y									
Legal				Y						
Sabbatical										
Cell/Allowance										
Dependent Care Allowance	Y	Y	Y							
Vehicle Allowance		Y	Y						Y	
Wellness/Fitness	Y	Y	Y		Y				Y	

Source: MGT Custom Market Survey, 2022. Blanks indicate unknown or not listed as a benefit.

POLICIES COMPARATIVE SUMMARY

In addition to collecting data regarding salary and benefits from the surveyed organizations, the survey also queried organizations about specific policies relating to the administration of their compensation systems and pay practices. Surveyed organizations did not provide information on policies regarding employees and longevity, nor did they provide information on whether their pay plans receive regularly Cost-of-Living Adjustments, and if so, how the COLA Policy is applied.

The summary below provides a list of the findings from this benefits comparative review and a list of recommendations and considerations for Livingston County.

Findings:

- Overall, Livingston County offers a comparable benefits percentage to total compensation (34.0 percent) compared to other peers' benefits percentages. The peer average for county organizations is 37.83 percent, 20.0 percent for townships, 45.0 percent for school districts; the percentage is unknown for other organizations surveyed. Core county peer benefits values ranged from 36.50 percent to 40.0 percent at the time the survey was conducted. The overall peer average of all organizations surveyed was 35.70 percent, compared to Livingston County at 34.0 percent, a difference of 1.70 percent.
- Livingston County provides its dental insurance as a voluntary benefit, with zero percent paid by Livingston County.
 - Of the county organizations surveyed, nine counties offer dental insurance as a voluntary benefit and one county offers dental as a contributory benefit; the percentage paid by the employer varies from 5 percent to 100 percent.
 - Of the townships surveyed, one offers dental insurance as a voluntary benefit.
 - Of the school districts surveyed, six districts offer dental insurance as a benefit.
 - Of the other organizations surveyed, nine organizations offer dental insurance as a benefit.
- Livingston County offers vision benefits for employees.
 - Of the county organizations surveyed, eight counties offer vision insurance, six as a voluntary benefit, one as a contributory benefit, and one the provision type is unknown. Of the one county that offers vision as a contributory benefit the percentage paid by the employer is 80 percent.
 - Of the townships surveyed, one offers vision insurance as a voluntary benefit.
 - Of the school districts surveyed, six districts offer vision insurance as a benefit.
 - Of the other organizations surveyed, nine organizations offer vision insurance as a benefit.
- Livingston County offers a MERS Defined Contribution Plan, for employees hired after 1/1/2022, in which the county offers an 8 percent match. The County also offers a MERS Hybrid Plan, for employees hired between 7/6/2009 and 1/1/2022, in which the County offers a match of 3 percent match.
 - Of the responding county organizations surveyed, most offer a MERS Defined Contribution Plan with an employer match that varies by bargaining unit status.
 - Of the responding townships surveyed, two offer a Defined Contribution Plan with an employer contribution; the amount varies.
 - Of the responding school districts surveyed, most offer a 403b plan, with employer matches that vary.
 - Of the responding other organizations surveyed, three organizations offer a 401k Plan, with an average employer match of 4 percent, ranging from 4 percent to 5 percent. Two organizations offer 403b plans, with an average employer match of 5 percent, ranging from 5 percent to 10 percent.

-
- Livingston County offers comparable paid leave to the responding peer organizations and is one of the leaders in sick and vacation leave offered to employees.
 - Most of the responding organizations offer similar additional benefits as Livingston County, including Life Insurance, Short-Term and Long-Term Disability, Employee Assistance Programs, Health Savings Accounts, and wellness benefits. Livingston County offers unique benefits to its peer organizations, including pet insurance.

Considerations:

Below are a few considerations for strengthening the County's current benefits offerings, if desired.

- Consider offering additional leave, which may include days for bereavement.
- Offering employees year-round benefits and education opportunities outside of the open enrollment period to ensure employees are taking full advantage of the County's benefits offerings, particularly for new or younger employees and for soon-to-be parents. This also offers the County the opportunity to regularly communicate the value of its benefits program to employees and encourage retention of current talent.
- Consider offering flexible work options to employees in positions that are able to operate from a virtual workspace. This may include flexible scheduling for working hours, working remotely, or working in a hybrid arrangement in which an employee works from home and in the office on certain workdays. Remote work policies can be beneficial to both employer and employee. Employers can save on operations costs (office space, utilities, etc.), expand their talent recruitment pool for applicable positions, and see increases in productivity from employees, who save on the costs and time of commuting, experience increased work-life balance, and can experience fewer disruptions during the workday.

CHAPTER 4. ADMINISTRATION AND MAINTENANCE

Compensation systems should be adjusted annually to address the market competitiveness of current salaries and pay ranges. Pay plan maintenance and related salary adjustments should be guided by market changes and be applied consistently throughout the compensation system, adjusting all salary ranges.

MGT recommends that compensation strategies of all organizations include provisions for both internal equity and external competitiveness. Internal equity, or the comparison of positions within an organization to ensure fair pay, is essential for both the maintenance of a sense of fairness and the morale of current employees. External competitiveness, or when the pay that workers in one organization receive is like that of other workers doing a similar job in other organizations, through annual compensation system improvements is essential for the organization to be able to retain current staff and recruit the most qualified new hires available. Both current employees and potential new hire recruits should be made aware of the salary, insurance benefits, paid leave provisions, and other benefits offered that constitute each employee's total compensation package. In addition, a systematic process for initial placement and advancement through salary increases in a classification's assigned pay grade according to established salary and compensation policies and procedures should be implemented and consistently maintained.

This chapter identifies standard best practices in salary administration and maintenance.

4.1 IMPLEMENTATION STRATEGIES

Plan Implementation

The financial disposition, current salary levels, and other variables unique to an organization must be considered when implementing adjustments to salary structures. These factors, among others, should be reviewed in conjunction with the recommendations proposed in this report before any final implementation plan is considered and set into motion.

Pay schedules must provide for employee advancement through salary increases. Regardless of an organization's philosophy concerning advancement opportunities by way of promotions afforded to employees, it is essential that movements in the economy — and, more specifically, the labor market in which the organization competes — are addressed through salary increases and that career ladders are developed (i.e., the progression from entry-level positions to higher levels of pay, skill, responsibility, and/or authority). Salary administration procedures should be based upon organizational funding levels and philosophies of pay. Although MGT cannot dictate a philosophy, it is recommended that a balance be achieved between compensation of individual employees and potential compensation to encourage recruitment and retention.

Work and Education Evaluations

Employee work history and education should be formally reviewed at least once each year on or before an employee's start date anniversary. The focus of the review is to review the employee's work history, education, review standards for the position, and if applicable, communicate the amount of the employee's pay increase. Years of experience for candidates must be documented prior to the final determination of salary credit, if granted by organizational policy. Newly hired employees should have their work history and education reviewed and factored into their salary offer. Work history and education should be documented for all employees in the appropriate Human Resource Information System (HRIS).

If an employee chooses to pursue a higher-level education, it is the responsibility of the employee to obtain the approval of their supervisor in order to schedule classes in a manner that does not disrupt the employee's work and departmental schedule. Time spent in classes or doing other required classwork shall not be considered part of the employee's scheduled work time. Should an employee complete a higher-level education; Bachelor's, Master's, or Doctoral, their supervisor and Human Resources should be informed. In the event of an employee receiving an eligible degree, a review of compensation must be initiated by Human Resources. Requests should be submitted to the Human Resource Department within a considerable timeframe as policy dictates. Human Resources will review the request, obtaining additional job information as needed. Additional information may be obtained by interviewing the employee(s), and/or by analyzing external job market information. Human Resources will evaluate the job placement in the pay structure and prepare a written recommendation for pay grade assignment.

Initial Assignments

When employees are initially assigned to their new salary plan and grade/step assignment, they should be assigned to a salary amount on the new schedule that is equal to or greater than their current salary as market and longevity in their position dictate. The following guidelines may be used for determining employee salary:

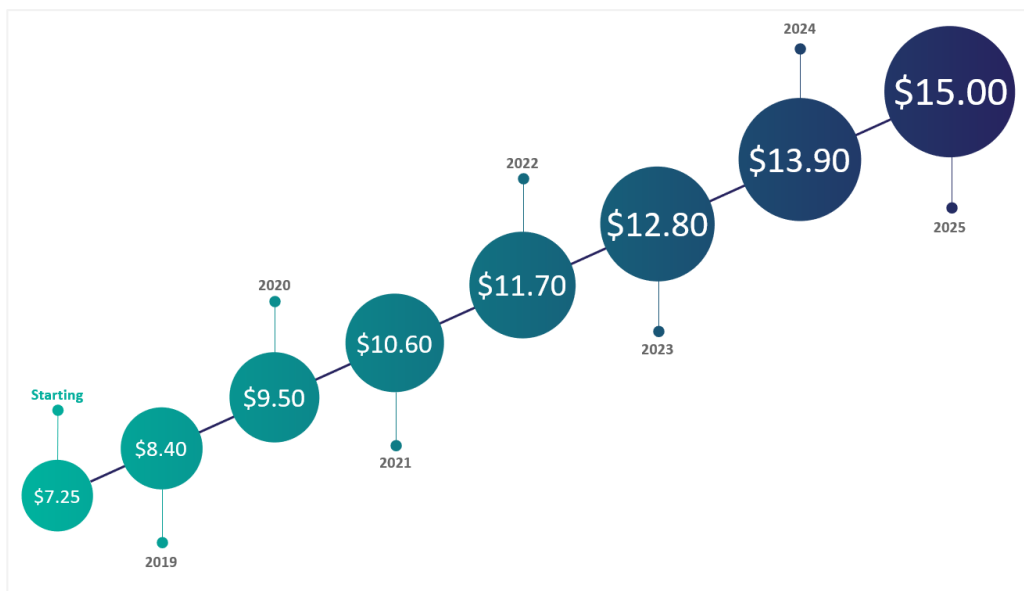
- For employees whose current salary is below the minimum of their assigned pay grade, the recommended salary level would be the minimum of the pay grade, adjusting for level of service once brought to the minimum.
- If an employee's present salary level exceeds the maximum of the new assigned pay grade, the current salary should be frozen at the current level, unless organizational policy dictates otherwise. The employee would be ineligible for any base salary increases until the pay grade range is adjusted or expanded to allow for movement.
- All other employees should be assigned a salary amount in their pay range as appropriate relative to the organization's longevity policy. Employees assigned to a pay plan that did not receive a recommendation for a market adjustment will maintain their present salary amounts. Employees assigned to a pay plan that received a recommendation for a market adjustment should be adjusted to the increased salary amount as appropriate.

4.2 STANDARD SALARY MAINTENANCE PRACTICES

Minimum Wage Adjustments

Presently, the Michigan minimum wage is \$9.87 effective January 1, 2022. Presently, the federal minimum wage is \$7.25/hour, effective July 24th, 2009, for covered non-exempt employees under the Fair Labor Standards Act (FLSA). The Raise the Wage Act, first introduced in Congress in 2017, and again in 2019 and 2021, are the latest efforts on the federal level for increasing the federal minimum wage. The latest 2021 bill, introduced in January 2021, proposed to gradually increase the federal minimum wage from \$7.25/hour to \$15/hour, effective January 1st, 2025, as shown in **Exhibit 4-1**.

**EXHIBIT 4-1: RAISE THE WAGE ACT,
ANNUAL MINIMUM WAGE INCREASES**



Source: H.R.582 - Raise the Wage Act, U.S. Congress website.

The multi-year gradual adjustments as part of the Act provide organizations with guidelines and the time needed to adapt to the increased minimum wage instead of implementing the entire increase all at once. In addition to the federal minimum wage, organizations should also ensure compliance with state minimum wage laws for all states in which the organization operates. The Society for Human Resource Management (SHRM) and WorldAtWork (WaW) Total Rewards Association provide human resources professionals with industry-standard guidelines by which organizations may utilize in organizing an approach for implementing minimum wage adjustments. When considering minimum wage adjustments, whether at the federal and/or state level, organizations are strongly encouraged to vet multiple options for applying these adjustments both consistently and fairly to existing salary structures while making allowances for budgetary and workforce impacts and constraints. Organizations must keep pace with these mandated annual adjustments and ensure the funds to do so are available. In addition to fiscal forecasting, organizations are seeking ways in which they can increase or free funds and reduce costs without reducing workforce, increasing prices, or negatively affecting or limiting services. Organizations can review processes to identify areas in which they can operate more efficiently and free funds, such as through automation or providing employees with training focused on increasing productivity.

Modeling the structural and financial impacts of various approaches for wage shifts to an existing salary structure, as well as for those organizations without a formal pay structure, is critical to the success of any wage increase and to understand the ripple effects of making the adjustment, which will vary by organization. When adjusting pay plans for minimum wage increases, organizations should first identify which positions (and employees) would need adjustments, which includes those falling under the minimum wage and at the minimum wage rate. Any adjustments to minimum wage within pay structures should also account for and correct any potential areas of compression between pay grades as well as within job families. If increasing to the minimum wage causes a position to be too close to, align with, or surpass a position higher in its job family hierarchy or its supervisor, the job family must be adjusted. Minimum wage

adjustments may impact a pay structure in part or in its entirety depending on the space and flexibility of the pay grades and spread within the pay ranges to accommodate implementing these changes. For example, organizations with wide pay range spreads between minimum and maximum salaries may choose to adjust the minimum salaries upward, revise placement of the midpoint salaries, and maintain current maximums salaries in lieu of adjusting the entire pay range. However, it is important to ensure that adequate room within pay ranges is maintained for supporting advancement and movement along the pay line.

As with any changes to pay structures, organizations should clearly communicate the nature of pay adjustments to their employees and distinguish the difference between minimum wage adjustments, market adjustments, and pay increases related to performance. Organizations should issue notifications to individual employees explaining the adopted wage adjustments, implementation plan and timeline, and the impact on the employee's own salary and pay range.

New Hires and Hiring at or Above Minimum Rate

Best practices recommend that employers hire new employees at the minimum of their assigned pay grade range. The pay grade and salary allocated to a classification should consider the necessary experience and qualifications to perform the position's duties. Exceptions to the minimum rule may be made if the individual's years of experience or qualifications/certifications exceed the minimum required, and/or if there is difficulty in recruiting qualified candidates. It is not unusual for organizations to hire candidates at or above the market rate in order to fill highly competitive positions; many organizations set a hiring range for this purpose. Extraordinary hiring criteria or circumstances may include the following:

- If the applicant, when hired, will contribute to the work of the organization significantly beyond what other applicants for the position would contribute, such as offering advanced skill or knowledge from certifications or trainings, or from network connections that may bolster the organization.
- If the applicant exhibits extraordinary qualifications that provide expertise in a particular area desired by the organization. This expertise significantly exceeds the normal requirements of similar classes in the pay grade.
- If there is documented recruitment difficulty in filling the position over a longer than normal recruitment period.

In addition to the candidate's qualifications and competitiveness of the recruitment market, other factors that should be considered relative to determining an appropriate starting salary include comparable internal salaries and/or positions (internal equity), the turnover history of the classification, and the salary expectations of the potential employee. Salary assignments should be determined according to established rules for both the initial placement of new hires and for the annual review and/or advancement through promotions of current employees. For example, organizations may set a 5% or 10% increase to the hiring rate to acknowledge a new hire's degree level or additional years of experience over the minimum qualifications. The supervisor or department head must submit written justification to Human Resources for making the recommendation to hire at a higher salary amount than the pay grade's minimum rate.

All new hires should meet the minimum qualifications listed for their classification. If there is difficulty with recruiting or identifying suitably qualified candidates for a position, an acting, temporary, or interim assignment for the best qualified current employee available may be utilized. The department head must submit written justification to Human Resources for making this recommendation, and the salary assignment should be adjusted accordingly.

Salary Advancement

Salary advancement within a pay grade is commonly based upon longevity and/or merit. Merit pay rewards an employee's performance while longevity pay can reward an employee's length of service. A merit policy and related salary advancement is determined by annual performance evaluations. If an employee achieves a "satisfactory" or higher rating, the employee should be considered for a salary increase or bonus based upon approved standards. Salary advancement should be considered at least on an annual basis in alignment with an employee's performance evaluation and follow established Human Resources policies and procedures. Longevity pay is a useful tool for encouraging retention at an organization. Salary advancement according to an organization's longevity policy can be implemented regardless of an employee's performance evaluation rating.

Promotion

A promotion is defined as an assignment to a higher-level position with increased responsibilities and job duties for which the candidate is qualified. All job vacancies should be posted according to approved policies and procedures, and the most qualified candidates should be selected. Promotions may be either inter- or intra-departmental, within a job family, or to a position outside the employee's current career ladder. Commonly, if an employee's salary does not increase by at least 5 percent with the new responsibilities, the employee's move to the new position would be considered a reassignment or transfer instead of a promotion (also see **Reassignments / Transfers**). Promotions must be approved by the affected department head(s) and Human Resources, and in every case should involve an increase in duties and responsibilities and should not be made merely for affecting an increase in compensation.

A promoted employee should receive a salary increase to at least the minimum rate of the salary grade of the promoted position. If the employee's salary is above the minimum established for the pay grade to which the employee was promoted, the salary may be increased to the salary level for that pay grade according to the employee's longevity and performance per current organizational policies and should not be equal to or lower than the employee's current salary. Salary determinations should also take into consideration market conditions for the given classification as well as budget constraints.

Demotion

A demotion is the assignment of an employee to a position in a lower classification, with a lower maximum salary, than the classification from which the employee was previously assigned. Demotion is normally due to the removal of higher-level duties and responsibilities, organizational restructuring, or the inability of the employee to assume or perform duties of the position. A supervisor may recommend the demotion of an employee. Approval to demote an employee should be dictated by personnel rules, and the recommendation for a demotion should be made in writing, citing the reasons.

The following guidelines may be referenced for determining salary for demoted employees:

- If an employee's salary is above the maximum established for the pay grade being entered, the salary may be decreased to, at most, the maximum of the new position.
- Since a demotion involves a decrease in duties and responsibilities, if the existing salary is below the maximum of the lower classification, a decreased salary of at least five percent, per best practice, below the current salary is appropriate and necessary to fulfill the cause for the demotion.
- Employees receiving demotions at their own request or due to inability to perform the work because of health or other reasons should be adjusted to a lower job classification, if possible. When a demotion of this nature occurs, the employee's pay should be reduced.

- In no case should a demoted employee's salary exceed the maximum rate of the lower pay grade.

Supplemental/Incentive Pay

Supplemental, or incentive, pay is usually given to employees who hold certifications not required for their position, for undesirable work hours or shifts, as hazard pay, or when employees are assigned duties that demand a considerable number of hours outside their normal duties. Supplemental pay may be given in cases of temporary work assignments or for additional duties that do not fall under another classification and that significantly increase the employee's workload by 50% on average, per industry standards.

Supplemental pay is often given to employees who are assigned to special projects or in which the responsibilities and duties of a position expand but do not alter the minimum qualifications or nature of the position's work, in which case would merit a review for possible reclassification, such as in instances in which the additional duties are not short-term or temporary. Supplemental pay rates vary across organizations and are typically tailored to an organization's specific needs and financial flexibility. The method of supplemental pay chosen by an organization should take into consideration the number of employees eligible for supplemental pay and available funding for the supplemental pay program.

Typically, supplemental pay schedule(s) adopt one of the following methods:

- Flat rate for the specific assigned task(s) or certification(s) (determined by the organization)
- Percentage of employee's base or actual salary

A flat rate method for determining supplemental pay often is preferable to using the percentage of an employee's base or actual salary as it allows for more labor cost control and easier budget planning and projecting. In addition to budget considerations, organizations also design their supplemental pay policy based on the market competitiveness of the classification(s) in question and/or the necessity or value of the certification(s) to the organization.

Supplemental pay is generally issued for the duration of the additional assignment or for the life of the certificate held by certified employees. Some organizations design their flat-rate supplemental pay systems into grades to provide supplemental pay based on an employee's years of service. Any supplemental pay policy and/or schedule should be reviewed and approved on an annual basis.

Reassignments / Transfers

A reassignment or transfer is the non-competitive movement of an employee from their current position to another position within an organization for non-disciplinary reasons without demotion or promotion. Reassignments can be voluntary or involuntary (initiated by the employee versus by the organization or department).

- Voluntary reassignment, or transfer, involves moving an employee laterally from their current position to a position at the same classification level in either the same or another department. An employee may request a transfer to another position for a variety of reasons, such as to enter a different career ladder, join a different department or area of focus, or to pursue a new work-life balance (e.g., transferring to a position requiring less travel).
 - Employees voluntarily reassigned to a position in the same pay grade should have their salaries maintained at the current level with no increase or decrease.

- Employees voluntarily reassigned to a position in a different pay grade should be adjusted to the salary rate in the new position's grade that follows organizational policy for moving employees along their position's respective pay grade per longevity and merit policies.

An employee may submit a written request for consideration for a voluntary reassignment to another department or position in the organization for which they are qualified if a position is vacant or there is a need. Final approval should be obtained from the department head and Human Resources, according to established policies and procedures.

- Involuntary reassignment refers to a reassignment initiated by an agency against an employee's will and without the employee's consent for reasons other than for causes of misconduct, delinquency, or inefficiency. There are a variety of reasons for involuntary reassignments that include, but are not limited to, the good of the employee, the best interests of the organization, and/or other defensible actions based on the judgment of its leaders.
 - An involuntary reassignment for the good of the employee might involve an individual who is no longer physically capable of performing their duties and requires a reasonable accommodation, such as reassigning the employee to a less strenuous position.
 - An involuntary reassignment serving the best interest of the employer is normally initiated by the employer rather than the individual, such as filling urgent vacancies or assigning an employee with desired skills to another position or department where the employee is needed. Reassignments that serve the best interest of the employer can be permanent, but they can also be temporary to address a short-term challenge, in which an "interim" or "acting" status may be applied to the position held by the employee.

Involuntary reassignments in which the employee is reassigned to a position in the same pay grade should have their salaries maintained at the current level with no increase or decrease. If the employee is reassigned to a position in a different pay grade, the employee's salary should be adjusted according to the position's pay grade range and be adjusted per the organization's longevity and merit policies.

Reassignments Under Reduction-in-Force

Employers often allow reassignments after initiating a reduction-in-force, in which employees are offered reassignment to a different vacant position instead of being laid off or furloughed.

Reassignments in which the employee is reassigned to a position in the same pay grade should have their salaries maintained at the current level with no increase or decrease. If the employee is reassigned to a position in which the position is in a different pay grade, the employee's salary should be adjusted according to the given position's pay grade and organizational policy.

Classification Creation and Reclassification

Organizations treat the development of new classifications and reclassifications in several ways. Classification creation or reclassification can take place when the work performed changes substantially over time, when new technology is introduced, or the mission of an organizational unit is modified in response to changing legislation or changing service demands. The need for a new or revised classification can also occur when organizational demands or job duties change through design or evolution.

Classification creation and reclassifications are generally initiated through the Office of Human Resources but may also be initiated at the request of an individual or their supervisor. If an individual or supervisor initiates a request for creation or reclassification, it is usually accompanied by written supporting documentation. Reclassification should also consider other positions within the overall classification system and should not be determined independently of these positions and without consideration to the department and organizational hierarchy.

When a reclassification or new classification request is received or initiated by the Office of Human Resources, a Job Content Questionnaire (JCQ), or other authorized survey document to understand an employee's job duties and requirements, should be completed by the supervisor and/or all incumbents holding the same job title, as applicable. Key questions concerning the job should be answered to assist in determining the proper level within the overall pay and classification system. For reclassifications, the position audit results should be compared to the current position description for the various classification levels to determine the correct classification assignment.

If it is determined that a creation or reclassification is justified, the Office of Human Resources should approve and authorize the change. Current employees in reclassified positions should either maintain their current salary or be adjusted to a salary in the assigned pay grade for the reclassified position per organizational policy. Reclassification is not considered the same as a demotion, and therefore, an employee's salary should either be maintained at its present level or increased according to the reclassified position's pay grade and organizational policy for moving employees along the pay line of their pay grade. If the reclassified position's pay grade indicates a lower salary, the current employee's salary should be maintained and adjusted over time per organizational policy and not be reduced due to reclassification. This may mean that the employee's salary is temporarily frozen at its present level until movement in the assigned pay grade is allowed per an organization's longevity and merit policies.

Job Analysis

A job analysis is a thorough review of the key elements of a job to determine the activities and responsibilities of a job, the relative importance to other jobs, the qualifications necessary for the performance of the job, and the conditions under which the work is performed. An important concept in job analysis is that the job, not the person doing the job, is assessed, even though some job analysis data may be collected from incumbents.

A job analysis does not include:

- A review of an employee's performance
- How well tasks are performed
- How much work is performed
- When an employee is eligible for a promotion
- A salary reduction

A job analysis commonly includes the following process steps:

- Data collection
- Verify job data
- Verify classification/title
- Collect market data
- Verify market comparisons
- Draft/edit job descriptions

Job data are often collected through questionnaires/surveys, direct observation, interviews, job shadowing, and work time studies (logs). The most effective technique when collecting information for a job analysis is to obtain information through questionnaires/surveys, and/or interviews with incumbents and leadership. The information collected from the questionnaire is reviewed to make distinctions about job duties, roles, and responsibilities to determine if positions are accurately titled, FLSA designation, and to inform pay analyses and adjustments, if any. The average market salary is an indication of the market rate for a job, not what the employee should be paid. Employee pay is also governed by an organization's internal policies for progression within a pay plan, such as for longevity and/or merit.

Some Human Resource departments use the information collected in the job analysis to assist them in other areas of Human Capital. These include:



An annual review of job descriptions during employee performance review period(s) can help ensure accurately and up to date job descriptions and the maintenance of appropriate job classifications and exemptions.

Administration and Maintenance of the Plan

Salary systems should be adjusted annually, or at least biennially if annually is not feasible, based on the Consumer Price Index (CPI) and appropriate market data sources to maintain market competitiveness and adjust for inflation and changing recruitment markets. The guidelines outlined in this chapter may be utilized for salary maintenance and administration of the proposed salary schedule. These guidelines should be applied according to base pay salary, not including additional pay received as bonuses, supplements, or pay for additional assignments. In all cases in which a computed salary is greater than the top pay within the new pay grade, the salary may be frozen at the maximum salary until subsequent adjustments are made to the salary schedule that would allow increases, or as dictated by internal policy regarding employees who reach the maximum of their assigned pay grades.

APPENDIX A:

CUSTOM MARKET SURVEY



Livingston County, MI Market Salary and Benefits Survey

Livingston County has contracted with MGT Consulting Group to evaluate its classification and compensation system and provide recommendations for updating the system to ensure market competitiveness.

We ask that you respond to a brief survey that is designed to collect general salary, benefits, and pay policy information to assist MGT in the evaluation of the County's compensation.

**Please complete this survey by
Friday, July 22nd.**

Thank you for your participation in this important study.

In appreciation of your participation, a copy of the survey results can be sent to you upon request.

- ☐ Yes, I would like a copy of the survey results.
- ☐ No, I do not want a copy of the survey results.

DECLINING PARTICIPATION

If you decide to decline to participate in this survey after reviewing the questions, please return to this page and select the option below to decline participation.

Once the option below is selected, please click NEXT to submit your response.

You will not be able to return to this survey after submitting this option.

- ☐ I would like to decline participating in this survey.

>> NEXT

PLEASE NOTE:

Your entries will be saved after you advance through each page. You can revisit your responses as many times as you feel necessary prior to final submission.

DO NOT work on your survey in multiple browser tabs.

Survey responses are recorded in real-time as you click the "Next" and "Back" buttons in the survey; working from more than one browser tab containing your survey link **may result in the loss of data you have entered.**

I. SALARY

When were your organization's pay ranges last updated?

Please describe below or upload your organization's pay ranges for **elected officials and Board**, as applicable.

Ex.: Board Chair, Commissioner, County Clerk, Sheriff, Treasurer, etc.

Elected Officials & Board Pay Data Upload

Drop files or click here to upload

Please describe below or upload your organization's pay ranges for **attorney/legal positions**, as applicable.

Ex.: Prosecutor, Attorney Referee, Friend of the Court, Research Attorney, Magistrate, etc.

Attorney/Legal Positions' Pay Data Upload

Drop files or click here to upload

This next section of the survey requests salary information for a sample of specific positions at your organization.

If you have a file that includes the requested information, or for all of your jobs, you may upload the file below and skip filling out the pay tables on the following survey pages.

Drop files or click here to upload

Please read the following definitions before continuing.

Title or Match Title: The corresponding job title in your organization.

Years in Job (Avg): The number of years the incumbent has spent in the listed job title, or incumbent average.

Average Salary: The actual average annual salary of incumbents occupying each listed job title. This should be based on 12-month appointments (FTE).

Minimum and Maximum Salaries: The minimum and maximum salaries associated with each job title.

	Match Title	Years in Class (Avg)	Minimum\$	Maximum\$
Administrative Specialist: Performs a full scope of more complex clerical, administrative and records management functions with extensive internal, public and customer service interaction. High school diploma or GED with supplementary vocational or college-level training in secretarial science, office management or similar instruction and four (4) years of experience.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Benefits Specialist: Responsible for the daily administration of the benefits provided by the organization along with overseeing the development and distribution of all benefits information to active, retired, and former employees. Bachelor's Degree in Human Resources or related field and five (5) years of experience.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Building Inspector/Plan Reviewer: This position establishes methods and procedures for attaining specific goals and objectives, and receives guidance in terms of broad goals. Resolves robles, schedules times for inspections, and meets with builders and home owners, to review plans. Some college education and ten (10) or more years of experience.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Chief Deputy County Clerk: Responsible for day-to-day management and administration of the County Clerk's Legal Division, including fiscal and personnel management. Coordinates activities of various divisions and delegates responsibility accordingly; implementing programs and policies, as well as budgets. Completion of a Bachelor's degree and five 5 years of experience.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Deputy Circuit Court Clerk: Responsible for performing a variety of clerical functions in support of Court operations; provides customer service to the public; collects and receipts Court fees and fines; prepares and files legal documents; and performs other related duties as assigned.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Deputy Director of Human Resources: Responsible for assisting with the development, implementation, and administration of the County's human resources and personnel programs. Bachelor's Degree in Human Resources or related field and three (3) years of experience.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Driver (CDL): Responsible for providing safe, efficient, customer friendly transportation via bus, van, or vehicle to the public in the County and/or any location in surrounding counties. High school diploma or GED and Michigan Commercial Driver's License - Class C with passenger endorsement required.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Election Specialist/Deputy Clerk: Provides information and assistance to elected officials, candidates, and the public regarding the election process. Assists the Elections Coordinator in implementing and enforcing the Michigan Election Laws according to Michigan statutes. Associates Degree or equivalent and three (3) years of experience.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Elections Coordinator/Deputy Clerk: Responsible for all facets of voter education, election preparation, records management and filings, the monitoring the County's elections and overseeing related activities including training precinct inspectors and programming and testing ballots for all elections. High school diploma or GED and four (4) years of experience.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Emergency Management Regional Planner: Assists the EM with addressing local and regional emergency management issues and the maintenance of emergency operation plans. Assists with the coordination, mitigation and preparedness, response, and recovery processes for both natural and man-made emergencies and disasters. Associate's Degree with college level course work in a related field and two (2) years of experience.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Engineering Surveyor: Responsible for collecting, surveying and building the Drain Commissioners Office and the Department of Public Works GIS layers in the Countys GIS system, and preparing maps, construction plans, reports, and feasibility studies. Completion of a Bachelor's degree and four (4) years of experience.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Senior Financial Analyst: This position serves as the senior staff position for Fiscal Services and is delegated with workflow approval authority by the Deputy County Administrator/Financial Officer (DCA/FO), and provides direction to staff as needed, maintains operations of the department, in the absence or unavailability of the DCA/FO. Completion of a Bachelor's degree and four (4) years of experience.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Lead Court Security Officer: Responsible for providing a safe environment for the citizens, courts and employees of the facility; assigned four primary duties including judicial security, courtroom security, building security and ancillary support security functions. High school diploma and a minimum of one year of experience	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Maintenance Mechanic: Responsible for performing a variety of preventative and routine repair duties on buildings, facilities, and equipment including, but not limited to electrical, plumbing, HVAC systems, carpentry, welding, and engine and auto repair. High school diploma or GED and three (3) years of experience.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Network Administrator: Responsible for administering, analyzing, troubleshooting, and installing server applications and systems for users, which includes operational support of various applications. Bachelor's Degree in information systems, information network systems, or related field and five (5) years of experience.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Office Manager: Responsible for supervising/overseeing the day-to-day support services of an organization, including coordinating, implementing, and maintaining multiple software systems and various technology used within the department, county-wide, and by outside organizations and the public. Associate's Degree with some coursework in information technology and three (3) years of experience.

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Public Safety Technician Specialist: Responsible for the protection of employees, facilities, the public and the environment from occupational hazards. Collects data on safety and overall health of surroundings, conducts extensive tests and measuring hazards, and evaluates equipment to ensure that government regulations are being met. Bachelor's degree in occupational health and safety or a related scientific or technical field.

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Senior Appraiser: Responsible for appraising and determining the value of more complex properties. Performs field assessment of properties and assists in the development and compilation of data for tax appraisal. Associate's Degree in property appraisal or related field and three (3) years of experience.

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Senior Payroll Clerk: Responsible for the management and oversight of all aspects of payroll including processing payroll, maintaining related employee information, assisting employees and departments with payroll related information, the reconciliation and accuracy of multiple accounts in a complex accounting system. Associate's Degree in accounting or related field and three (3) years of experience.

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Senior Vital Records Clerk: Responsible for receiving, processing, and recording documents for births, deaths, marriages, and other records processed by the office of the County Clerk. Assists customers at the counter, telephone, and online requests to inquiries related to vital records and the procedures of the Clerk's Office. High school diploma or GED and two (2) years of experience.

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Specialty Courts and Programs Administrator: Provide overall direction, oversight, support, coordination, development, and implementation of the County's Specialty Courts and Programs. Completion of a Bachelor's degree and five (5) years of experience.

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Veterans Affairs Director: Responsible for the overall management of the Veteran Services Department, coordinating local, state, and federal veterans' programs, and overseeing the counseling of veterans who reside in the County. Bachelor's Degree in social work, psychology or other related field and seven (7) years of experience.

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Vital Records Clerk: Responsible for receiving, processing, and recording documents for births, deaths, marriages, and other records processed by the office of the County Clerk. Assists customers at the counter, telephone, and online requests to inquiries related to vital records and the procedures of the Clerk's Office. High school diploma or GED and two (2) years of experience.

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Prosecutor: Responsible for legally representing the state during the prosecution of criminal offenders within a specific area or jurisdiction. Leads a team of associates in coordinating duties essential for preparing and presenting cases in the courtroom. Juris Doctorate Degree.

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Assistant Prosecutor: Responsible for performing a wide assortment of prosecutorial duties in District, Family, Probate, Juvenile, Circuit and Appellate Courts. Juris Doctorate Degree and one (1) year of experience.

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Attorney Referee/Juvenile: Responsible for presiding over a variety of non-jury juvenile delinquency and child protective proceedings and hearings. Performs legal research, prepares orders, opinions, and judgements. Assists and trains co-workers in interpreting and applying court rules, statutes, case law, office policies and procedures, and other related issues. Completion of a Doctorate degree and five (5) years of experience.

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Attorney/Referee FOC: Responsible for assisting the Circuit Court Judges with the resolution of a variety of domestic issues by conducting hearings, identifying legal programs, examining testimony and offers of evidence, performing legal research, exploring alternative dispute resolution options, and preparing and submitted proposed orders. Juris Doctorate Degree and five (5) years of experience.

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Research Attorney: The purpose of this position is to assist the judge with his/her caseload. This position is responsible for preparing the cases for upcoming hearings and trials, and assisting the judge during the hearings and trials as necessary. Completion of a Doctorate degree.

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Law Clerk/Attorney Magistrate: Reporting to the District Court Administrator, who will monitor hours and assign work, including Magistrate on-call duties as needed. Works to assist the District Court Judges with daily operations, including legal research, and drafting opinions as directed. Completion of law school and Juris Doctor Degree, prior experience in the practice of law is desirable.

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Chair BOC: The chair of the board is a member of the board and serves as the chief volunteer officer. Accountable to the board, the chair's responsibilities include providing leadership to the board of directors, preside over meetings, propose policies and practices, monitor the performance of the board, and performs other duties as the need arises and/or as defined in the bylaws.

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Commissioners: Responsible for overseeing the County's management and administration, representing county interests at the state and federal level, participating in long-range planning, and managing the county budget and finances.

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Vice Chair BOC: Responsible for acting as the Chair of the Board of Directors (Chair), either in the absence of the Chair or as requested by the Chair, and to carry out additional leadership duties relating to the functioning, responsibilities and effectiveness of the Board. The Vice-Chair assists and advises the Chair in providing independent, effective leadership to the Board.

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County Clerk: The County Clerk's duties and authority is derived from statute, court rules, and regulations. The Clerk statutorily serves on numerous boards and commissions such as the Election Commission, Plat Board, and Apportionment Commission. The Clerk also statutorily serves as clerk to various boards such as County Board of Canvassers, Election Commission and Tax Allocation Board. This position exercises wide latitude in determining objectives and approaches to critical assignments.

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Drain Commissioner: Creates and maintains the county drains and provides storm water guidance and support to a county. Coordinates the activities of various operating areas and delegates responsibility accordingly. Bachelor's Degree in civil engineering, surveying, or related field

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Register of Deeds: Responsible for receiving, examining, indexing, entering, filing and/or recording documents pertaining to the ownership and location of real property in the County. Answers telephone calls and provides information on documents that have been recorded, fee schedules, and other information related to recording property. High school diploma or GED and two (2) years of experience.

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Sheriff: Oversees and directs the day-to-day operations of the Sheriff's Department. Receives and implements major policy directives pertaining to various law enforcement and jail activities within the County. Bachelor's Degree in criminal justice or related field.

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Treasurer: Responsible for overseeing the day-to-day operations of the Treasurer's office. Performs various accounting tasks related to the collection, reconciliation, and distribution of funds. Reconciles and deposits funds in all facets of tax settlement, disbursement, and investment management. Bachelor's Degree in accounting or related field.

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II. Policies

What is your compensation policy regarding employees and longevity?

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How often are Cost of Living Adjustments administered? Please describe your organizational policy relative to these updates, and if applicable, the average percentage used for the adjustment.

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Describe your organization's remote work policy, if applicable.

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III. BENEFITS

What percentage of an employee's total compensation is your organization's benefits package (on average)?

To calculate the total benefits to compensation percentage, MGT uses the equation:

% Benefits to Total Compensation = Annual Value of Benefits/Total Compensation

The annual value of benefits is the combined value of the following components:

- Medical benefits coverage
- Paid time off (includes vacation/sick/PTO, holiday, personal, etc.)
- Disability Insurance
- Life Insurance
- Retirement benefits—including 401(k)/403(b), pension plans, etc.
- FICA (Social Security, etc.)
- Worker's Compensation
- Post-employment benefits, if applicable

Please select all of the benefits offered by your organization. (Choose all that apply.)

- ☐ **Health** (general coverage)
- ☐ **Dental** (is it Voluntary or Contributory? If contributory what % is paid by employer?)
- ☐ **Vision** (is it Voluntary or Contributory? If contributory what % is paid by employer?)
- ☐ **Life** (Indicate \$ amount insured:)
- ☐ **Hospital** (Indicate if paid for by organization or offered to employee at their expense:)
- ☐ **Accident** (Indicate if paid for by organization or offered to employee at their expense:)
- ☐ **Cancer** (Indicate if paid for by organization or offered to employee at their expense:)
- ☐ **Pet Insurance** (Indicate if paid for by organization or offered to employee at their expense:)
- ☐ Short-term Disability
- ☐ Long-term Disability
- ☐ Health Savings Accounts
- ☐ Sick Leave Donation or Buy Back
- ☐ Retirement Plans
- ☐ PTO Banks
- ☐ Education Assistance / Tuition Reimbursement Program
- ☐ Vehicle/Allowance
- ☐ Cell/Allowance
- ☐ Employee Assistance Program (EAP)
- ☐ Paid Parental Leave
- ☐ Child Care Assistance
- ☐ Dependent Care Assistance
- ☐ Adoption Assistance
- ☐ Wellness Program
- ☐ Fitness Center / Gym Discounts
- ☐ Paid time off to volunteer
- ☐ Other 1 (please indicate)
- ☐ Other 2 (please indicate)
- ☐ Other 3 (please indicate)

If you have an employee handbook or web address that provides more in-depth benefits details (health plan costs, vision, dental, retirement, leave information, etc.) please provide a link or upload below.

File Upload:

Drop files or click here to upload

Does your organization offer health insurance to part-time employees?

☐ Yes (How does your organization determine the percentage of the premium paid?)

☐ No

RETIREMENT:

Select all retirement plans offered by your organization. (Check all that apply.)

☐ Defined Benefits Plan Only (i.e., PERS, pension)

☐ Defined Contribution Plan Only (e.g., 457, 401(k) plan)

☐ Both a Defined Benefit and Defined Contribution Plan

☐ Retirement plan options not offered

☐ Other (Please indicate:)

What percentage is the employer match? (if applicable)

Please enter the maximum number of paid hours offered annually to full-time employees for each type of leave listed below.

Sick	<input type="text"/>
Vacation/Personal	<input type="text"/>
Holiday	<input type="text"/>
Other (please indicate:)	<input type="text"/>
Total	<input type="text"/>

SURVEY SUBMISSION

When you have completed your survey, please select "**SUBMIT AS FINAL**" below and click the "**Next**" button to submit your survey responses.

If you wish to edit or review any of your responses, you may go back to previous questions by using the "**Back**" button.

Thank you for your participation!

☐ **SUBMIT AS FINAL**

APPENDIX B:

CUSTOM MARKET SURVEY RESULTS

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Administrative Specialist	Allegan County	Administrative Assistant		\$ 33,342.40			
	Berrien County	Administrative Assistant		\$ 41,995.20	\$ 49,140.00	\$ 56,284.80	
	Howell City	Administrative Assistant		\$ 31,200.00	\$ 34,320.00	\$ 37,440.00	
	Ingham County	Executive Assistant	2	\$ 45,855.00	\$ 55,057.00	\$ 51,004.00	
	Jackson County	Administrative Assistant		\$ 39,436.80	\$ 44,376.80	\$ 49,316.80	
	Livingston ESA	Administrative Assistant		\$ 36,441.60	\$ 43,576.00	\$ 50,710.40	
	Muskegon County	Administrative Analyst		\$ 49,961.00	\$ 56,461.00	\$ 62,961.00	
	St Clair County	Administrative Assistant		\$ 33,018.00	\$ 38,234.00	\$ 43,450.00	
	State Court Administrative Office (SCAO)	Administrative Assistant		\$ 35,775.00	\$ 41,798.50	\$ 47,822.00	
Average:			2	\$ 38,558.33	\$ 45,370.41	\$ 49,873.63	\$ 44,359.09

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Assistant Prosecutor I	Allegan County	Assistant Prosecuting Attorney		\$ 66,393.60	\$ 79,622.40	\$ 92,851.20	
	Berrien County	Assistant Prosecuting Attorney I		\$ 61,495.41	\$ 71,952.50	\$ 82,409.60	
	Berrien County	Assistant Prosecuting Attorney I		\$ 57,652.00	\$ 66,738.00	\$ 77,259.00	
	Ingham County	Assistant Prosecuting Attorney		\$ 65,234.19	\$ 88,517.08	\$ 111,799.96	
	Jackson County	Attorney- Assistant Prosecutor		\$ 70,491.20	\$ 77,386.40	\$ 84,281.60	
	Kalamazoo County	Assistant Prosecuting Attorney I		\$ 63,793.60	\$ 71,042.40	\$ 78,291.20	
	Monroe County	Assistant Prosecuting Attorney		\$ 64,640.00	\$ 64,640.00		
	Muskegon County	Assistant Prosecutor I		\$ 53,996.00	\$ 62,971.50	\$ 71,947.00	
	St Clair County	Assistant Prosecuting Attorney		\$ 59,464.00	\$ 68,857.50	\$ 78,251.00	
Average:				\$ 62,573.33	\$ 72,414.20	\$ 84,636.32	\$ 72,768.40

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Assistant Prosecutor II	Berrien County	Assistant Prosecuting Attorney II		\$ 63,416.00	\$ 73,412.00	\$ 84,938.00	
	Kalamazoo County	Assistant Prosecuting Attorney II		\$ 72,256.20	\$ 80,442.50	\$ 88,628.80	
	State Court Administrative Office (SCAO)	Assistant Prosecuting Attorney II		\$ 56,950.00	\$ 59,450.00	\$ 61,950.00	
Average:				\$ 64,207.40	\$ 71,101.50	\$ 78,505.60	\$ 71,271.50

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Assistant Prosecutor III	Berrien County	Assistant Prosecuting Attorney III		\$ 76,734.00	\$ 88,829.00	\$ 102,831.00	
	Kalamazoo County	Assistant Prosecuting Attorney III		\$ 72,256.20	\$ 80,442.50	\$ 88,628.80	
Average:				\$ 74,495.10	\$ 84,635.75	\$ 95,729.90	\$ 84,953.58

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Attorney/Referee FOC	Berrien County	Attorney/Referee FOC		\$ 74,409.50	\$ 87,063.39	\$ 99,717.28	
	Kalamazoo County	Friend of the Court		\$ 79,877.00	\$ 88,940.80	\$ 98,009.60	
	Muskegon County	Family Division Referee		\$ 68,473.00	\$ 77,562.50	\$ 86,652.00	
	St Clair County	Attorney/Referee FOC		\$ 81,381.00	\$ 94,235.50	\$ 107,090.00	
Average:				\$ 76,033.88	\$ 86,950.55	\$ 97,867.22	\$ 86,950.55

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Benefits Specialist	Berrien County	Benefits Manager		\$ 52,412.00	\$ 65,414.44	\$ 74,918.48	
	Ingham County	Benefits Administrator	Less than 1 year	\$ 53,476.00	\$ 53,476.00	\$ 64,208.00	
	Livingston ESA	Human Resources Coordinator		\$ 52,582.40	\$ 58,240.00	\$ 63,897.60	
	Muskegon County	Benefits Analyst		\$ 49,961.00	\$ 56,461.00	\$ 62,961.00	
	St Clair County	Senior Human Resources Specialist - Benefits		\$ 50,830.00	\$ 58,859.50	\$ 66,889.00	
	State Court Administrative Office (SCAO)	Human Resources Generalist		\$ 82,851.84			
Average:			Less than 1 year	\$ 57,018.87	\$ 58,490.19	\$ 66,574.82	\$ 60,464.89

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Chair BOC	Berrien County	Chair of Board		\$ 12,530.00			
	County of Monroe	Chair		\$ 17,637.00			
	Ingham County	Board Chair		\$ 17,774.00			
	Kalamazoo County	Board Chairman		\$ 16,900.00			
Average:				\$ 16,210.25			\$ 16,210.25

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Chief Deputy County Clerk	Berrien County	Chief Deputy County Clerk		\$ 55,906.03	\$ 65,412.26	\$ 74,918.48	
	Ingham County	Chief Deputy County Clerk	1	\$ 93,289.00	\$ 97,177.46	\$ 112,006.00	
	Muskegon County			\$ 70,033.00	\$ 79,143.50	\$ 88,254.00	
	St Clair County	Chief Deputy County Clerk		\$ 54,978.00	\$ 63,662.00	\$ 72,346.00	
	State Court Administrative Office (SCAO)	Chief Clerk		\$ 172,761.12			
	Organization 1	Chief Deputy County Clerk		\$ 52,412.00	\$ 60,672.00	\$ 70,236.00	
Average:			1	\$ 83,229.86	\$ 73,213.44	\$ 83,552.10	\$ 80,200.43

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Commissioners	Berrien County	Commissioners		\$ 11,061.00			
	County of Monroe	Commissioners		\$ 14,110.00			
	Ingham County	Commissioners	4	\$ 11,880.00			
	Kalamazoo County	Commissioners		\$ 14,289.60			
	Muskegon County			\$ 31,200.00			
Average:			4	\$ 16,508.12			\$ 16,508.12

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
County Clerk	Berrien County	County Clerk		\$ 88,684.00			
	County of Monroe	County Clerk/Register of Deeds	1	\$ 89,608.00			
	Ingham County	County Clerk		\$ 99,264.19			
Average:			1	\$ 92,518.73			\$ 92,518.73

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Deputy Circuit Court Clerk	Berrien County	Deputy Circuit Court Clerk	Less than 1 year	\$ 30,965.38	\$ 35,660.25	\$ 40,355.12	
	Ingham County	Deputy Circuit Court Clerk		\$ 43,185.00	\$ 43,185.00	\$ 51,501.00	
	Muskegon County	Court Services Specialist		\$ 34,590.00	\$ 38,906.00	\$ 43,222.00	
	St Clair County	Court Clerk III		\$ 35,713.00	\$ 41,354.00	\$ 46,995.00	
	State Court Administrative Office (SCAO)	Deputy District Court Clerk		\$ 33,113.60			
	Average:			Less than 1 year	\$ 35,513.40	\$ 39,776.31	\$ 45,518.28

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Deputy Director of Human Resources	Fowlerville Community Schools	Director of Human Resources	6	\$ 78,000.00		\$ 85,000.00	
	Ingham County	Human Resources Generalist		\$ 69,805.00	\$ 83,808.00	\$ 83,808.00	
	Livingston ESA	Human Resources Supervisor		\$ 90,417.00	\$ 100,781.50	\$ 111,146.00	
	State Court Administrative Office (SCAO)	Senior Human Resources Generalist		\$ 94,252.32	\$ 94,252.32		
	University of Michigan - Ann Arbor	Human Resources DIRECTOR		\$ 126,000.00	\$ 135,500.00	\$ 145,000.00	
	Average:				6	\$ 91,694.86	\$ 103,585.46

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Drain Commissioner	Berrien County	Drain Commissioner		\$ 88,684.00			
	County of Monroe	Drain Commissioner	4	\$ 83,988.00			
	Ingham County	Drain Commissioner	27	\$ 92,789.00			
	Kalamazoo County	Drain Commissioner		\$ 92,705.60			
	Muskegon County						
Average:			15.5	\$ 89,541.65			\$ 89,541.65

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Driver (CDL)	Allegan County	Driver (CDL)		\$ 37,440.00			
	BCT - Battle Creek	Driver		\$ 40,852.34	\$ 46,985.56	\$ 53,118.77	
	Hartland Consolidated Schools	Bus Driver		\$ 39,249.60		\$ 44,137.60	
	ICTC - Isabella County	Driver		\$ 28,950.48		\$ 41,838.80	
	LETS - Livingston	Driver		\$ 35,547.20	\$ 40,882.40	\$ 46,217.60	
	Livingston ESA	Bus Driver		\$ 39,249.60	\$ 41,693.60	\$ 44,137.60	
	MATS - Muskegon	Driver		\$ 32,510.32		\$ 40,101.78	
	MAX - Holland	Driver		\$ 36,992.28	\$ 40,369.84	\$ 43,747.39	
	STARS - Saginaw	Driver		\$ 30,966.29	\$ 37,131.67	\$ 43,297.05	
				\$ 35,750.90	\$ 41,412.61	\$ 44,574.57	\$ 40,246.26

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Election Specialist/Deputy Clerk	Berrien County	Elections Administrator		\$ 41,213.95	\$ 47,463.00	\$ 53,712.05	
	Ingham County	Election Director	5	\$ 80,939.00	\$ 88,676.56	\$ 97,177.00	
Average:			5	\$ 61,076.48	\$ 68,069.78	\$ 75,444.53	\$ 68,196.93

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Elections Coordinator/Deputy Clerk	Berrien County	Deputy Elections Clerk		\$ 29,030.00	\$ 33,431.50	\$ 37,833.00	
	Muskegon County			\$ 57,408.00	\$ 64,937.50	\$ 72,467.00	
	St Clair County	Elections Manager		\$ 38,627.00	\$ 44,728.50	\$ 50,830.00	
				\$ 41,688.33	\$ 47,699.17	\$ 53,710.00	\$ 47,699.17

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Emergency Management Regional Planner	Berrien County	Emergency Management Specialist	Less than 1 year	\$ 41,213.95	\$ 47,463.00	\$ 53,712.05	
	Ingham County	Regional Planner		\$ 63,830.00	\$ 76,637.00	\$ 83,830.00	
	Muskegon County	Emergency Management Services Director		\$ 66,996.00	\$ 75,701.00	\$ 84,406.00	
				\$ 57,346.65	\$ 66,600.33	\$ 67,316.02	\$ 63,754.33

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Engineering Surveyor	Ingham County	Tax Mapping GIS Analyst	43	\$ 58,458.00	\$ 70,195.00	\$ 70,195.50	
Average:				\$ 58,458.00	\$ 70,195.00	\$ 70,195.50	\$ 66,282.83

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Law Clerk/Attorney Magistrate	Berrien County	Attorney/Magistrate/Referee		\$ 69,759.00		\$ 93,485.00	
	County of Monroe	Attorney Magistrate		\$ 67,579.00	\$ 76,023.50	\$ 84,468.00	
	Ingham County	Magistrate		\$ 80,939.25	\$ 89,058.36	\$ 97,177.46	
	Kalamazoo County	Attorney Magistrate II		\$ 79,872.00		\$ 98,009.60	
	Muskegon County			\$ 66,268.00	\$ 75,066.50	\$ 83,865.00	
	St Clair County	Law Clerk		\$ 46,995.00	\$ 54,419.00	\$ 61,843.00	
	State Court Administrative Office (SCAO)	Law Clerk		\$ 77,757.12		\$ 87,132.24	
	Organization 1	Law Clerk II		\$ 61,495.41	\$ 69,144.50	\$ 76,793.60	
				\$ 68,833.10	\$ 72,742.37	\$ 85,346.74	\$ 76,054.79

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Lead Court Security Officer	Berrien County	Court Security Supervisor	3	\$ 55,906.03	\$ 65,412.26	\$ 74,918.48	
	Ingham County	Court Enforcement Officer		\$ 38,634.00	\$ 41,351.00	\$ 46,050.00	
	Muskegon County	Sheriff Security Officer		\$ 33,779.20	\$ 33,779.20	\$ 40,310.40	
	St Clair County	Court Security Coordinator		\$ 59,464.00	\$ 68,857.50	\$ 78,251.00	
Average:			3	\$ 46,945.81	\$ 52,349.99	\$ 59,882.47	\$ 53,059.42

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Maintenance Mechanic	BCT - Battle Creek	Mechanic		\$ 49,666.16	\$ 57,118.22	\$ 64,570.29	
	Berrien County	Mechanic		\$ 57,200.00			
	ICTC - Isabella County	Mechanic		\$ 32,167.20	\$ 42,353.48	\$ 52,539.76	
	Ingham County	Mechanic		\$ 46,223.68	\$ 50,928.57	\$ 55,633.45	
	LETS - Livingston	Mechanic		\$ 38,230.40	\$ 43,960.80	\$ 49,691.20	
	Livingston ESA	Maintenance Supervisor		\$ 54,662.40	\$ 60,548.80	\$ 66,435.20	
	MATS - Muskegon	Mechanic		\$ 34,311.68	\$ 42,160.48	\$ 50,009.27	
	MAX - Holland	Mechanic		\$ 55,220.36	\$ 60,259.89	\$ 65,299.42	
	Muskegon County	Mechanic		\$ 44,657.60	\$ 51,532.00	\$ 58,406.40	
	Ottawa County	Maintenance Worker		\$ 30,160.00	\$ 30,160.00		
	St Clair County	Maintenance Worker		\$ 34,338.00	\$ 39,763.00	\$ 45,188.00	
	STARS - Saginaw	Mechanic		\$ 40,723.68	\$ 47,382.29	\$ 54,040.90	
				\$ 43,130.10	\$ 47,833.41	\$ 56,181.39	\$ 48,652.81

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Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Network Administrator	Berrien County	LAN Administrator	6	\$ 73,014.45	\$ 84,084.83	\$ 95,155.22	
	Ingham County	Network Administrator		\$ 63,763.00	\$ 92,945.00	\$ 97,099.00	
	Livingston ESA	Systems Engineer		\$ 63,653.00		\$ 75,599.00	
	Muskegon County	Network Security & Systems Manager		\$ 68,479.00		\$ 86,652.00	
	St Clair County	Network Coordinator			\$ 68,857.50	\$ 78,251.00	
	State Court Administrative Office (SCAO)	Database Administrator				\$ 104,170.32	
Average:			6	\$ 67,227.36	\$ 81,962.44	\$ 89,487.76	\$ 80,901.79

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Office Manager	Berrien County	Office Manager		\$ 43,316.00	\$ 50,142.00	\$ 58,046.00	
	Muskegon County	Office Manager		\$ 46,904.00	\$ 52,988.00	\$ 59,072.00	
	St Clair County	Office Coordinator		\$ 34,338.00	\$ 39,763.00	\$ 45,188.00	
	State Court Administrative Office (SCAO)	Case Coordinator II/Office Manager		\$ 68,590.80			
	Organization 1	Office Manager		\$ 46,203.66	\$ 54,059.72	\$ 61,915.78	
				\$ 47,870.49	\$ 49,238.18	\$ 56,055.45	\$ 50,809.77

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Prosecutor	Berrien County	Prosecuting Attorney		\$ 140,670.00			
	Kalamazoo County	Prosecuting Attorney			\$ 141,741.60		
	Muskegon County	Prosecutor				\$ 157,739.00	
				\$ 140,670.00	\$ 141,741.60	\$ 157,739.00	\$ 146,716.87

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Register of Deeds	Allegan County	Deputy Register of Deeds		\$ 40,497.60			
	Berrien County	Register of Deeds		\$ 88,684.00			
	County of Monroe	County Clerk/Register of Deeds				\$ 89,608.00	
	Ingham County	Deputy Register				\$ 46,050.00	
	Ottawa County	Deputy Probate Register			\$ 43,388.80		
				\$ 64,590.80	\$ 43,388.80	\$ 67,829.00	\$ 61,645.68

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Research Attorney	Berrien County	Law Clerk I		\$ 55,906.03	\$ 65,412.26	\$ 74,918.48	
	Ingham County	Court Officer/Research Clerk		\$ 58,520.57	\$ 64,392.40	\$ 70,264.23	
	Muskegon County			\$ 52,291.00	\$ 59,155.00	\$ 66,019.00	
	Ottawa County	Research Attorney		\$ 56,740.84	\$ 65,256.49	\$ 73,772.14	
	St Clair County	Law Clerk/Research Attorney		\$ 46,995.00	\$ 54,419.00	\$ 61,843.00	
	State Court Administrative Office (SCAO)	Research Attorney				\$ 91,350.00	
				\$ 54,090.69	\$ 61,727.03	\$ 73,027.81	\$ 63,578.47

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Senior Appraiser	Berrien County	Michigan Advanced Assessing Officer	Less than 1 year	\$ 45,336.51	\$ 52,710.08	\$ 59,083.65	
	Ingham County	Real Property Appraiser		\$ 58,458.00	\$ 58,458.33	\$ 70,195.00	
	Muskegon County			\$ 50,003.00	\$ 56,492.50	\$ 62,982.00	
	St Clair County	Senior Appraiser		\$ 48,875.00	\$ 56,595.00	\$ 64,315.00	
				\$ 50,668.13	\$ 55,938.98	\$ 64,143.91	\$ 56,917.01

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Senior Financial Analyst	Berrien County	Financial Analyst		\$ 67,643.68	\$ 79,101.46	\$ 90,559.25	
	Muskegon County			\$ 54,808.00	\$ 63,637.50	\$ 72,467.00	
	St Clair County	Finance Director		\$ 84,635.00	\$ 98,005.00	\$ 111,375.00	
	Organization 1	Financial Accountant/Analyst		\$ 63,416.00	\$ 73,412.00	\$ 84,938.00	
				\$ 67,625.67	\$ 78,538.99	\$ 89,834.81	\$ 78,666.49

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Senior Payroll Clerk	Berrien County	Payroll Coordinator	2	\$ 50,823.34	\$ 59,465.54	\$ 68,107.73	
	Ingham County	Payroll Administrator		\$ 49,372.00	\$ 54,090.03	\$ 59,276.00	
	Livingston ESA	Payroll Coordinator		\$ 52,582.40	\$ 58,240.00	\$ 63,897.60	
	Muskegon County	Payroll Specialist		\$ 37,710.00	\$ 46,071.50	\$ 54,433.00	
	St Clair County	Human Resource Specialist - Payroll		\$ 46,995.00	\$ 54,419.00	\$ 61,843.00	
	State Court Administrative Office (SCAO)	Payroll Administrator		\$ 60,906.96	\$ 62,577.36	\$ 64,247.76	
	Organization 1	Payroll Coordinator		\$ 47,647.00	\$ 55,156.00	\$ 63,851.00	
				\$ 49,433.81	\$ 55,717.06	\$ 62,236.58	\$ 55,795.82

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Senior Vital Records Clerk	Berrien County	Deputy County Clerk II	3	\$ 30,965.17	\$ 35,660.14	\$ 40,355.12	
	Ingham County	Deputy County Clerk		\$ 43,185.00	\$ 46,402.00	\$ 51,501.00	
	Muskegon County	County Clerk Specialist		\$ 39,062.00	\$ 44,387.00	\$ 49,712.00	
	St Clair County	Deputy Clerk III		\$ 35,713.00	\$ 41,354.00	\$ 46,995.00	
				\$ 37,231.29	\$ 41,950.79	\$ 47,140.78	\$ 42,107.62

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Sheriff	Berrien County	Sheriff	1	\$ 114,697.00			
	County of Monroe	Sheriff			\$ 110,107.00		
	Ingham County	Sheriff			\$ 130,622.00		
	Kalamazoo County	Sheriff			\$ 110,107.00		
	Muskegon County	Sheriff			\$ 133,882.49		
				\$ 114,697.00	\$ 121,179.62		\$ 119,883.10

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Specialty Courts and Programs Administrator	Berrien County	Specialty Court Manager	3	\$ 55,906.03	\$ 65,412.26	\$ 74,918.48	
	Ingham County	Deputy Court Administrator		\$ 86,587.00	\$ 99,292.91	\$ 103,959.00	
	Muskegon County	Specialty Court Enforcement Officer		\$ 66,268.00	\$ 75,066.50	\$ 83,865.00	
	Average:			3	\$ 69,587.01	\$ 79,923.89	\$ 87,580.83

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Treasurer	Berrien County	Treasurer	4	\$ 88,684.00			
	Jackson County	Treasurer			\$ 86,019.00		
	Kalamazoo County	Treasurer			\$ 106,246.40		
	Monroe County	Treasurer		\$ 86,019.00			
	St. Clair County	Treasurer			\$ 100,314.00		
Average:				\$ 87,351.50	\$ 97,526.47		\$ 93,456.48

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Veterans Affairs Director	Berrien County	Veterans Affairs Administrator	Less than 1 year	\$ 53,242.59	\$ 62,296.00	\$ 71,349.41	
	Ingham County	Veterans Affairs Director		\$ 86,587.00	\$ 86,587.48	\$ 103,959.00	
	Muskegon County	Veterans Services Manager		\$ 66,019.00	\$ 74,755.00	\$ 83,491.00	
	St Clair County	Veterans Affairs Director		\$ 57,176.00	\$ 66,208.50	\$ 75,241.00	
	Average:			\$ 65,756.15	\$ 72,461.75	\$ 83,510.10	\$ 73,909.33

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Vice Chair BOC	Berrien County	Vice Chair Committee Chair	1	\$ 11,726.00			
	County of Monroe	Vice Chair			\$ 15,662.00		
	Ingham County	Vice Chair BOC		12	\$ 12,419.00		
	Kalamazoo County	Board Vice Chairman		\$ 15,600.00			
	Muskegon County				\$ 18,860.00		
Average:				\$ 13,663.00	\$ 15,647.00		\$ 14,853.40

Livingston County Title	Respondent Org	Respondent Org Matching Title	Years in Class (Average)	Minimum	Midpoint	Maximum	Actual Average
Vital Records Clerk	Berrien County	Deputy County Clerk II		\$ 30,965.17	\$ 35,660.14	\$ 40,355.12	
	Muskegon County	County Clerk Specialist		\$ 39,062.00	\$ 44,387.00	\$ 49,712.00	
Average:				\$ 35,013.59	\$ 40,023.57	\$ 45,033.56	\$ 40,023.57

APPENDIX C:

MANAGEMENT ISSUES PAPER (MIP)

MANAGEMENT ISSUES PAPER

This survey form is designed to collect information from you about specific concerns you may have related to positions under your supervision regarding recruitment, retention, salary, career advancement, and job title. For example, as a supervisor, have you experienced any difficulty in recruiting or retaining employees, and if so, why? Do you believe the difficulty is due to pay or outdated/incorrect job title? This survey is intended to gather input from these issues.

The information you submit will be used to assist MGT Consulting Group with evaluating positions and the classification and compensation system at your organization and with developing recommendations for updating and improving the current system.

Please complete one MIP form for each job title for which you would like to submit concerns.

Please complete this survey by 5:00 p.m. on XX.

Thank you for your participation in this important study.

Your Name: _____

Department Name: _____

I. OFFICIAL CLASSIFICATION TITLE (JOB TITLE) RELATED TO ISSUE: _____

II. EMPLOYEES IN CLASS RELATED TO THE ISSUE: *(Please list names of class incumbents):*

III. DESCRIPTION/RESOLUTION OF ISSUE:

CHECK ALL THAT APPLY	NATURE OF ISSUE	RECOMMENDED RESOLUTION
	Recruitment/Retention	
	Current Pay	Recommended Pay or Salary Range:
	Classification Title	Recommended New Title:
	Career Path/Advancement	Recommended New Series or Advancement level:
	Other (please briefly describe)	

IV. BACKGROUND OF ISSUE:

Please briefly describe the nature of the issue(s) checked in Part III:

Are there other comparable positions to this job in terms of required skill, effort, responsibility, or working conditions at your organization? Please describe.

Please enter any additional comments you would like to share relative to the study, the current pay system, competitors regarding talent recruitment/retention, or related HR policies.

Please submit your completed MIP form(s) to your Human Resources Office.

APPENDIX D:

JOB CONTENT QUESTIONNAIRE (JCQ)

The following survey is designed to collect information about your role in the organization and the job that you perform. The data collected from this survey will be analyzed to develop a classification and compensation structure for your organization that is equitable and market competitive.

Survey results may be used to:

- Create accurate and up-to-date job descriptions.
- Determine if job titles accurately reflect the position and duties.
- This information will form the basis of market competitiveness and Equal Pay for Equal Work analyses.

This survey will NOT:

- Determine how well you perform your job. This is not a performance evaluation.
- Evaluate the need for a position or seek to eliminate roles.

This survey includes four main sections:

I. Basic Job-Related Information

Section 1.0 – Employment Status

II. Job Description, Duties, Responsibilities, and Requirements

Section 2.0 – Job Description

Section 3.0 – Job Duties

Section 4.0 – Knowledge, Skills, and Abilities

Section 5.0 – Function within the Organization

Section 6.0 – Educational Preparation

Section 7.0 – Experience Required

III. Work Performed, Responsibility and Leadership, Communication, and Decision-Making Job Factors

Section 8.0 – Work Performed

Section 9.0 – Responsibility and Leadership

Section 10.0 – Communication

Section 11.0 – Decision-Making

IV. Financial Authority, Tools and Equipment, and Physical Job Factors

Section 12.0 – Financial Authority

Section 13.0 – Tools and Equipment Usage

Section 14.0 – Working Conditions and Physical Requirements

I. BASIC JOB-RELATED INFORMATION

Name _____

E-mail _____ Phone _____

Supervisor's Name _____

Supervisor's E-mail _____

SECTION 1.0 - EMPLOYMENT STATUS

Official Job Title: _____

Working Title:* _____

*Unofficial title if different from official title.

Status (choose one): ☐ Full-time ☐ Part-time

II. JOB DESCRIPTION, DUTIES, RESPONSIBILITIES, AND REQUIREMENTS

SECTION 2.0 - JOB DESCRIPTION

1. Please provide a brief general description of the purpose and responsibilities of your position. Please do not list specific duties here. You will list your specific duties in Section 3.0.

2. Indicate the number of Full-time and Part-time individuals you supervise:
(Supervision is the management or supervision of employees who report directly to you.)

Full-Time _____ Part-Time _____

SECTION 3.0 - JOB DUTIES

- Please list the major job duties of your position and indicate the percentage of time that you spend annually on each major job duty.

(The % of Time column should total 100 percent.)

ESSENTIAL DUTIES	% OF TIME
Example 1 - Prepare briefing documents on cash availability.	20
Example 2 - Address citizen concerns on permit applications.	55
Example 3 - Develop complex software solutions for internal users.	25

ESSENTIAL TASKS	% OF TIME

PERCENT OF TIME SHOULD TOTAL 100%

- Please describe any additional related job duties:

(If you need more space, continue on a sheet of paper and staple it to the back of the questionnaire.)

SECTION 4.0 - KNOWLEDGE, SKILLS, AND ABILITIES

1. Please describe the Knowledge, Skills, and Abilities necessary to perform the functions of your job.
Knowledge, Skills, and Abilities are additional qualifications and attributes that are necessary to successfully perform the functions of a specific job.

Examples of such statements include:

- Knowledge of maintenance equipment and procedures
- Knowledge of operations, services, and policies.
- Knowledge of general office procedures and protocols.
- Knowledge of financial rules, regulations, laws, and procedures.
- Skill in cutting a board to within 1-16" inch of required measurement.
- Skill in typing 40 words-per-minute.
- Ability to communicate effectively orally and in writing.

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SECTION 5.0 - FUNCTION WITHIN THE ORGANIZATION

1. Please indicate the following organizational level that most closely matches your position within the organization and skip to the section indicated in parentheses at the bottom of this page. Once you have completed the section indicated in the parentheses, skip to Section 6.0 Educational Preparation.

- ☐ Clerical/Manual (skip to SECTION 5.1) - Work involves clerical tasks; following standardized procedures, techniques, or procedures; and carrying out practices according to standards set by a supervisor or employers.
- ☐ Technical/Paraprofessional (skip to SECTION 5.1) - Work involves inspecting, measuring, or comparing to a standard; utilizing special training to perform a defined function; following standardized procedures, techniques, or procedures.
- ☐ Computer Professional (skip to SECTION 5.2) - Work involves maintaining/supporting computer software, hardware, or operating systems through activities like programming, designing, developing, documenting, and analyzing computer systems or software.
- ☐ Administrator (skip to SECTION 5.3) - Work is directly related to assisting with running or servicing of the business or department.
- ☐ Professional (skip to SECTION 5.3) - Work requires advanced learning acquired by a prolonged course of specialized intellectual instruction; or work involves advising clients or assisting customers or clients with running their business.
- ☐ Executive/Managerial (skip to SECTION 5.4) - Work involves managing employees; planning, designing, or overseeing the implementation of organization projects or policies.
- ☐ Artistic Profession (skip to SECTION 6.0) - Work requires invention, imagination, originality, or talent in recognized field of artistic or creative endeavor.
- ☐ Protective Services (skip to SECTION 6.0) - Work involves preventing, controlling, or extinguishing fires of any type; rescuing fire, crime or accident victims; preventing or detecting crimes; conducting investigations or inspections for violations of law; pursuing, restraining, and apprehending suspects; detaining or supervising suspected and convicted criminals, including those on probation or parole; or other, similar activities.
- ☐ Outside Sales (skip to SECTION 6.0) - Work takes place away from employer's place of business and involves making sales.

If you chose Clerical/Manual or Technical/Paraprofessional, skip to SECTION 5.1.

If you chose, Computer Professional, skip to SECTION 5.2.

If you chose Administrator or Professional, skip to SECTION 5.3.

If you chose Executive/Managerial, skip to SECTION 5.4.

If you chose Artistic Profession, Protective Services, or Outside Sales, skip to SECTION 6.0.

SECTION 5.1 - ADMINISTRATIVE DUTIES

Only complete this section if you selected Clerical/Manual or Technical/Paraprofessional in Section 5.0, Function within the Organization. Next, skip to Section 6.0, Educational Preparation.

1. Do your primary duties involve performing office or non-manual work directly related to management or general business operations of your employer or its clients?

For example, do you perform work directly related to assisting with the running or servicing of the business, such as working on a manufacturing production line or selling a product in a retail or service establishment. This includes, but is not limited to, work in functional areas such as finance; quality control; purchasing/procurement; marketing; research; safety/health; human resources; public or government relations; network/database administration; compliance; and similar activities.

☐ Yes ☐ No

2. Do your primary duties include the exercise of discretion and independent judgment in matters of significance?

Discretion and independent judgment implies that the authority to make an independent choice, free from immediate direction or supervision. NOTE: You can exercise discretion and independent judgment even if your decisions or recommendations are reviewed at a higher level.

Consider the following factors and check the applicable factors to guide you in determining whether to answer yes or no.

- Have authority to formulate, affect, interpret, or implement management policies or operating practices
- Perform work that affects operations to a substantial degree
- Have authority to waive or deviate from established policies and procedures, without prior approval
- Have authority to negotiate and bind the organization on significant matters or that have financial impact
- Provide consultation or expert advice to management; involved in planning long- or short-term objectives
- Investigate and resolves matters of significance on behalf of management
- Represent the organization in handling complaints, arbitrating disputes, or resolving grievances
- Make recommendations about significant matters to supervisors for action after comparing and evaluating possible courses of action

☐ Yes ☐ No

SECTION 5.2 - COMPUTER DUTIES

Only complete this section if you selected Computer Professional in Section 5.0, Function within the Organization. Next, skip to Section 6.0, Educational Preparation.

1. Select "Yes" if your primary duties consist of the following:

- The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software, or system functional specifications
- The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications
- The design, documentation, testing, creation or modification of computer programs related to machine operating systems
- A combination of the aforementioned duties, the performance of which requires the same level of skills

☐ Yes

☐ No

SECTION 5.3 - ADMINISTRATIVE AND PROFESSIONAL DUTIES

Only complete this section if you selected Administrator or Professional in Section 5.0, Function within the Organization. Next, skip to Section 6.0, Educational Preparation.

1. Do your primary duties involve performing office or non-manual work directly related to management or general operations of your employer or its clients?

☐ Yes

☐ No

2. Do your primary duties include the exercise of discretion and independent judgment in matters of significance?

Discretion and independent judgment implies that the authority to make an independent choice, free from immediate direction or supervision. NOTE: You can exercise discretion and independent judgment even if your decisions or recommendations are reviewed at a higher level.

Consider the following factors to guide you in determining whether to answer yes or no.

- Have authority to formulate, affect, interpret, or implement management policies or operating practices
- Carry out major assignments in conducting the operations of the organization
- Perform work that affects operations to a substantial degree
- Have authority to commit the employer in matters that have significant financial impact
- Have authority to waive or deviate from established policies and procedures, without prior approval
- Have authority to negotiate and bind the organization on significant matters
- Provide consultation or expert advice to management; involved in planning long- or short-term objectives
- Investigate and resolves matters of significance on behalf of management
- Represent the organization in handling complaints, arbitrating disputes, or resolving grievances
- Make recommendations about significant matters to supervisors for action after comparing and evaluating possible courses of action

☐ Yes

☐ No

3. Does your primary duty consist of work requiring advanced knowledge in a field of science or learning acquired by a prolonged course of specialized intellectual instruction as distinguished from a general academic education?

Consider the following factors and definitions before answering yes or no.

- “Advanced knowledge” means work that is predominately intellectual in character, and which includes work requiring the consistent exercise of discretion and judgment
- Advanced knowledge is generally used to analyze, interpret or make deductions from varying facts or circumstances
- Advanced knowledge cannot be attained at the high school level
- “Prolonged course of specialized intellectual instruction” means that the learned professional exemption is limited to professions where specialized, academic training is a standard prerequisite for entering the profession

☐ Yes ☐ No

4. Does your work require the use of creativity, invention, or imagination in a recognized field of artistic endeavor?

☐ Yes ☐ No

5. Is your work predominantly intellectual and varied in character rather than routine mental, manual, mechanical or physical work?

☐ Yes ☐ No

SECTION 5.4 - EXECUTIVE DUTIES

Only complete this section if you selected Executive in Section 5.0, Function within the Organization. Next, skip to Section 6.0, Educational Preparation.

1. Does your primary duty consist of managing a department or subdivision?

Factors to consider in determining importance of duty are:

- Supervising and directing the work of other employees, ordering items, managing the budget and authorizing
- The relative importance of your management duties as compared with other types of duties
- The amount of time you spend performing management work. Usually spending more than 50% of ones time performing management work will satisfy the primary duty requirement, but one can spend less time and also meet the primary duty requirement based on other factors
- Your relative freedom from direct supervision
- The relationship between your salary and the wages paid to other non-management workers for the same kind of non-management work

Consider the following management duties to guide you in determining whether to answer yes or no.

- Supervising employees and/or interviewing, selecting, and training of employees
- Setting and adjusting pay rates and work hours
- Directing the work of employees
- Conducting performance appraisals
- Handling employee complaints and grievances
- Disciplining employees
- Planning work and apportioning the work among the employees
- Running or servicing a organization, such as determining the items to be bought, stocked and sold
- Planning and controlling the budget
- Monitoring or implementing legal compliance measures

☐ Yes ☐ No

2. Do you have the authority to hire and fire employees or do you provide suggestions or recommendations regarding hiring, firing, and advancement decisions, which are given weight in the decision-making process?

To determine weight, consider the following factors:

- The degree to which your duties require making suggestions and recommendations
 - The frequency with which suggestions and recommendations are made or requested
 - The frequency with which your suggestions and recommendations are relied upon
- Note: You need not have authority to make the ultimate decision. Suggestions and recommendations may be reviewed by a higher level manager

☐ Yes ☐ No

3. Do you regularly direct the work of two or more full-time employees?

☐ Yes ☐ No

4. Do you decide when to perform non-management duties, and when performing such duties do you remain responsible for the success or failure of the organization's operation?

☐ Yes ☐ No

5. Are you a shift manager or leader?

Typically a shift manager is not responsible for success or failure of the business operation, but rather directs employees while also performing similar work to the employees.

☐ Yes ☐ No

6. Does your primary duty consist of work requiring advanced knowledge in a field of science or learning acquired by a prolonged course of specialized intellectual instruction as distinguished from a general academic education?

Consider the following factors and definitions before answering yes or no.

- "Advanced knowledge" means work that is predominately intellectual in character, and which includes work requiring the consistent exercise of discretion and judgment
- Advanced knowledge is generally used to analyze, interpret or make deductions from varying facts or circumstances
- Advanced knowledge cannot be attained at the high school level
- "Prolonged course of specialized intellectual instruction" means that the learned professional exemption is limited to professions where specialized, academic training is a standard prerequisite for entering the profession

☐ Yes ☐ No

7. Does your work require the use of creativity, invention, or imagination in a recognized field of artistic endeavor?

☐ Yes ☐ No

8. Is your work predominantly intellectual and varied in character rather than routine mental, manual, mechanical or physical work?

☐ Yes ☐ No

SECTION 6.0 - EDUCATIONAL

1. What level of education is required for your position?

- | | |
|---|--|
| <input type="checkbox"/> Up to and including some high school | <input type="checkbox"/> Completion of Bachelor's degree |
| <input type="checkbox"/> Completion of high school/GED | <input type="checkbox"/> Some graduate work |
| <input type="checkbox"/> Some college | <input type="checkbox"/> Completion of master's degree |
| <input type="checkbox"/> Completion of Associate's degree | <input type="checkbox"/> Completion of doctorate degree |

2. If applicable, please indicate the field required for this position's education degree (e.g. Bachelor's in English).

3. What certifications, licenses, or professional designations, if any, are required for your position?

4. What certifications, licenses, or professional designations, if any, are preferred for your position?

SECTION 7.0 - EXPERIENCE

1. How much experience is required for your position?

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> No experience required | <input type="checkbox"/> 5 years |
| <input type="checkbox"/> 6 months | <input type="checkbox"/> 6 years |
| <input type="checkbox"/> 1 year | <input type="checkbox"/> 7 years |
| <input type="checkbox"/> 2 years | <input type="checkbox"/> 8 years |
| <input type="checkbox"/> 3 years | <input type="checkbox"/> Over 8 years |
| <input type="checkbox"/> 4 years | |

2. If applicable, please indicate the field required for this position's years of experience (e.g. 1 year of experience in administrative support).

3. Can education be substituted for experience?

- ☐ Yes ☐ No

4. Can experience be substituted for education?

- ☐ Yes ☐ No

III. WORK PERFORMED, RESPONSIBILITY AND LEADERSHIP, COMMUNICATION, AND DECISION-MAKING JOB FACTORS

SECTION 8.0 - WORK PERFORMED

Please read each statement below and check the one that is the closest match to your major job duties.

CLOSEST FACTOR	FACTOR
	<p>Perform clerical or manual tasks</p> <p><u>Example:</u> May copy, compile, maintain basic files systems or enter data, or compute data using addition, subtraction, multiplication, and division; or compare items against a standard; or operate light equipment such as lawn mowers, floor buffers, pickup truck, van; or perform general housekeeping/custodial duties.</p>
	<p>Perform clerical or manual tasks involving intensive understanding of a field, unit or division</p> <p><u>Example:</u> May summarize, tabulate, or format data or information, or gather data and information for later evaluation; or perform arithmetic operations including basic geometry or algebra, including computing discounts, interest rates, ratios and/or percents; or uses or operates medium use equipment such as chainsaws, mowing equipment; or journeyman level trades work.</p>
	<p>Perform specialized technical work involving data collection, evaluation, analysis, and troubleshooting, or reports on operations and activities of a department, or performs general coordination of individual or departmental activities</p> <p><u>Example:</u> May use descriptive statistics, advanced geometry or algebra; requires the use of a wide range of administrative and/or technical methods in the solution of problems; or operate heavy construction equipment; or perform master level trades duties.</p>
	<p>Perform entry level professional work including basic data analysis and synthesis, or report on operations and activities of an organization; or perform quality assurance and compliance activities</p> <p><u>Example:</u> May use advanced algebra, inferential statistics, and/or financial models.</p>
	<p>Perform professional level work requiring a wide range of administrative, technical, scientific, engineering, accounting, legal, or managerial methods applied to complex problems</p> <p><u>Example:</u> May plan or direct the sequence of department or division activities</p>
	<p>Perform professional or managerial work including advanced data analysis and synthesis</p> <p><u>Example:</u> May develop policies, procedures, or methodologies based on new facts or knowledge; or interpret or apply established policies.</p>
	<p>Perform advanced professional work methods to formulate important recommendations or make technical decisions that have an organization-wide impact</p> <p><u>Example:</u> May require the use of creative ability and resourcefulness in the analysis and solution of complex problems; may develop new approaches or methodologies to solve problems not previously encountered.</p>
	<p>Perform executive or expert professional work to establish policy, long-range plans, and programs, identify funding sources and allocate funds</p> <p><u>Example:</u> May develop or use theoretical mathematical concepts to formulate new techniques, or make decisions that impact both the organization and the discipline.</p>

SECTION 9.0 - RESPONSIBILITY AND LEADERSHIP

Please read each statement below and check the one that is the closest match to your major job duties.

CLOSEST FACTOR	FACTOR
	Follow instructions or work orders; or read routine sentences, instructions, regulations, or procedures.
	Follow technical instructions, procedure manuals and charts to solve practical problems, or compose routine or specialized reports or forms and business letters, or ensure compliance with clear guidelines and standards.
	Follow complex technical instructions, solve technical problems, or disseminate information regarding policies and procedures; may compose unique reports or analysis, or provide extensive customer service to internal or external customers.
	Follow complex rules or systems, using professional literature and technical reports; or enforce laws, rules, regulations, or ordinances.
	Supervise, instruct, or train others through explanation, demonstration, and supervised practice or make recommendations based on technical expertise. May have first-level supervisory duties including administration of performance feedback; or coordinate work activity schedules for teams.
	Direct, manage, or lead others; may determine work procedures, assign duties, maintain harmonious relations, or promote efficiency; may develop and administer operational programs; or may write or present extremely complex papers and reports.
	Formulate and issue policies, procedures, and instructions; responsible for long term planning within an agency, department or division.
	Guide organization-wide development; leads the development of organization mission, vision, and principles; directs capital improvement initiatives.

SECTION 10.0 - COMMUNICATION

Please read each statement below and check the one that is the closest match to your major job duties.

CLOSEST FACTOR	FACTOR
	Communicate using routine sentences, complete routine job forms and incident reports, or communicate routine information regarding daily activities.
	Communicate to convey or exchange general work-related information or service to internal or external customers.
	Communicate information to guide or assist people; may give instructions or assignments to helpers or assistants.
	Communicate with internal and external groups, write manuals and complex reports, persuade or influence others in favor of a service, point of view, or course of action.
	Communicate information among co-workers, customers, vendors, and management; or speak before professional and civic groups; may write complex articles and reports or develop presentations for specialized audiences; may read scientific or technical journals or reports.
	Communicate with operational and functional leaders; read and interpret professional materials involving advanced bodies of knowledge.
	Communicates through negotiation and consensus building to exchange ideas, information, and opinions or develop decisions, conclusions, or solutions.
	Communicate with key stakeholders to affect long term planning and to secure organization position and resources.

SECTION 11.0 - DECISION-MAKING

Please read each statement below and check the one that is the closest match to your major job duties.

CLOSEST FACTOR	FACTOR
	Perform routine or semi-routine work under direct supervision. Requires very few decisions, affecting only the individual.
	Perform semi-routine work involving set procedures, but which may require problem-solving, serve clients or co-workers, or respond to requests. Requires some decisions that affect a few co-workers.
	Perform semi-skilled work involving some set procedures and frequent problem-solving. Requires frequent decision-making affecting co-workers or the general public; may be responsible for providing information to those who depend on a service.
	Perform skilled work involving almost constant problem solving. May be responsible for actions of others, requiring almost constant decisions affecting co-workers, clients or others in the general public. ,
	Perform coordinating work involving guidelines and rules with constant problem-solving. May be responsible for actions of others requiring development of procedures and constant decisions affecting subordinate workers, clients, or others in the general public.
	Perform management and supervisory work involving policy and guideline interpretation, solving both people and work-related problems. Decision-making is a significant part of job, affecting a large segment of the organization and the general public.
	Perform advanced professional work involving the application of principles of logical thinking to diagnose or define problems, collect data and solve abstract problems with widespread unit or organization impact. Work in a highly dynamic environment, responsible to establish goals, objectives and policies.
	Perform executive work involving the application of broad principles of professional management and leadership to new problems for which conventional solutions may or may not exist. Responsible for long-range goals, planning, and methodologies; works in an evolving environment with emerging knowledge and technologies, competing priorities, and changing politics.

IV. FINANCIAL AUTHORITY, TOOLS AND EQUIPMENT, AND PHYSICAL JOB FACTORS

SECTION 12.0 - FINANCIAL AUTHORITY

Please read each sentence below and select all factors that represent the financial authority your job entails. (Check all that apply.)

- ☐ None/Not Applicable
- ☐ Handle cash transactions; prepare and process purchase orders.
- ☐ Bill or reconcile records, including departmental budget records and other related information such as subcontracts.
- ☐ Manage inventory, property, or loss control.
- ☐ Administer benefits by determining individual eligibility and coverage levels or determining compensation levels.
- ☐ Purchasing authority: the ability to purchase goods or services worth more than \$100 without securing approval from another authority or Financial Recommendations: the ability to make recommendations that impact resource allocation.
- ☐ Manage or administer budget within assigned department.
- ☐ Budget or allocate funds within or across departments or divisions.

SECTION 13.0 - TOOLS AND EQUIPMENT

Please read each statement below and select all factors that represent the tools or equipment you use to perform your job. (Check all that apply.)

- ☐ None/Not Applicable
- ☐ Use office machines such as copiers or calculators.
- ☐ Use computers for data entry; or handle, use, or repair hand-held power equipment or light machinery.
- ☐ Use computers for word processing, spreadsheets, PowerPoint presentations or custom applications or operate or repair large shop equipment and machines or operate or repair vehicles or use firearms.
- ☐ Use, develop, or repair electronics or complex software, hardware, or network systems; operate, install, test or inspect heavy or complex machinery.
- ☐ Supervise the activities of those operating or repairing complex machinery or technology systems.
- ☐ Interpret policy and establish methods and procedures for acquiring, installing, testing, operating or repairing machinery or technology systems.
- ☐ Establish policy for the acquisition, installation, testing, operation, and maintenance of machinery or technology systems.
- ☐ Establish long-range plans and programs for capital improvements, major construction projects, or new technology systems.

SECTION 14.0 - PHYSICAL JOB FACTORS

Please provide details for the working conditions and physical demands that are required to successfully perform your job.

1. Which of the following physical conditions and hazards are encountered in your position? (check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Indoor environment | <input type="checkbox"/> Poor ventilation |
| <input type="checkbox"/> Outdoor environment | <input type="checkbox"/> Electrical hazards |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Mechanical hazards |
| <input type="checkbox"/> Extreme temperatures | <input type="checkbox"/> Chemical hazards |
| <input type="checkbox"/> Vibration | <input type="checkbox"/> Explosive hazards |
| <input type="checkbox"/> Moisture and/or humidity | <input type="checkbox"/> Burn hazards |
| <input type="checkbox"/> Dust | <input type="checkbox"/> Potential for violence/physical altercations |
| <input type="checkbox"/> Fumes | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Gases | <input type="checkbox"/> Other _____ |

2. How much time is spent doing the following activities in your position?

Example: Position requires sitting over 2/3 of the time.

ACTIVITY	AMOUNT OF TIME SPENT			
	None	Under 1/3	1/3 to 2/3	Over 2/3
Standing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sitting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gripping/feeling with hands; typing/repetitive movement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reaching with hands and arms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Climbing or balancing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stooping, kneeling, crouching or crawling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Talking or hearing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tasting or smelling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Does this job require that weight be lifted? If so, how much and how often?

Example: Position requires lifting up to 25 pounds over 2/3 of the time.

PHYSICAL REQUIREMENT: WEIGHT LIFTED	AMOUNT OF TIME SPENT			
	None	Under 1/3	1/3 to 2/3	Over 2/3
Up to 10 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Up to 25 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Up to 50 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Up to 100 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
More than 100 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Does this job have any special vision requirements? (Check all that apply.)

- ☐ No special vision requirements.
- ☐ Close vision (clear vision at 20 inches or less)
- ☐ Distance vision (clear vision at 20 feet or more)
- ☐ Color vision (ability to identify and distinguish colors)
- ☐ Peripheral vision (ability to observe an area that can be seen up or down or to the left and right when vision is fixed on a given point)
- ☐ Depth perception (three-dimensional vision, ability to judge distances and spatial relationships)
- ☐ Ability to adjust focus (ability to adjust the eye to bring an object into sharp focus)

SUPERVISOR'S COMMENTS

Supervisor Instructions:

Please review your employee's questionnaire carefully and check if you agree or disagree with the employee's choices or statements. Note any additional information that you feel is important to the understanding of this employee's work. If you disagree with any of the levels checked or statements made in this questionnaire, we ask that you do not change any response nor ask the employee to change a response. Rather, please indicate your comments on this page. If you need additional room, please add a page and staple it to this questionnaire. Each section must be reviewed. Failure to review each section thoroughly and to complete this section of the questionnaire will result in a delay in the evaluation process. Thank you for your time and attention to this process.

SECTION	AGREE	DISAGREE	COMMENTS
1.0	<input type="checkbox"/>	<input type="checkbox"/>	
2.0	<input type="checkbox"/>	<input type="checkbox"/>	
3.0	<input type="checkbox"/>	<input type="checkbox"/>	
4.0	<input type="checkbox"/>	<input type="checkbox"/>	
5.0	<input type="checkbox"/>	<input type="checkbox"/>	
6.0	<input type="checkbox"/>	<input type="checkbox"/>	
7.0	<input type="checkbox"/>	<input type="checkbox"/>	
8.0	<input type="checkbox"/>	<input type="checkbox"/>	
9.0	<input type="checkbox"/>	<input type="checkbox"/>	
10.0	<input type="checkbox"/>	<input type="checkbox"/>	
11.0	<input type="checkbox"/>	<input type="checkbox"/>	
12.0	<input type="checkbox"/>	<input type="checkbox"/>	
13.0	<input type="checkbox"/>	<input type="checkbox"/>	
14.0	<input type="checkbox"/>	<input type="checkbox"/>	

Additional Comments:

I certify that I have read and reviewed this questionnaire and that I have noted any additional information or areas of disagreement to the best of my ability.

Supervisor's Signature _____ Date _____

APPENDIX E:

PRE-STUDY PAY PLAN

2022 Non-Union Salary Steps
Effective January, 1 2022 (Includes 4.0% increase)

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	8 MERIT	9 MERIT
NU1S	\$ 31,998.00	\$ 33,198.00	\$ 34,399.00	\$ 35,599.00	\$ 36,799.00	\$ 37,998.00	\$ 39,198.00	\$ 40,399.00	\$ 41,599.00
NU2S	\$ 34,399.00	\$ 35,689.00	\$ 36,979.00	\$ 38,268.00	\$ 39,559.00	\$ 40,849.00	\$ 42,139.00	\$ 43,428.00	\$ 44,718.00
NU3S	\$ 36,979.00	\$ 38,365.00	\$ 39,752.00	\$ 41,139.00	\$ 42,525.00	\$ 43,912.00	\$ 45,299.00	\$ 46,685.00	\$ 48,072.00
NU4S	\$ 39,752.00	\$ 41,243.00	\$ 42,733.00	\$ 44,224.00	\$ 45,714.00	\$ 47,205.00	\$ 48,696.00	\$ 50,188.00	\$ 51,678.00
NU5S	\$ 42,733.00	\$ 44,336.00	\$ 45,834.00	\$ 47,542.00	\$ 49,143.00	\$ 50,746.00	\$ 52,349.00	\$ 53,952.00	\$ 55,553.00
NU6S	\$ 45,939.00	\$ 47,661.00	\$ 49,384.00	\$ 51,107.00	\$ 52,829.00	\$ 54,552.00	\$ 56,275.00	\$ 57,997.00	\$ 59,720.00
NU7S	\$ 50,532.00	\$ 52,427.00	\$ 54,322.00	\$ 56,217.00	\$ 58,113.00	\$ 60,008.00	\$ 61,902.00	\$ 63,797.00	\$ 65,692.00
NU8S	\$ 55,586.00	\$ 57,670.00	\$ 59,754.00	\$ 61,839.00	\$ 63,923.00	\$ 66,007.00	\$ 68,093.00	\$ 70,177.00	\$ 72,261.00
NU9S	\$ 61,144.00	\$ 63,437.00	\$ 65,729.00	\$ 68,023.00	\$ 70,316.00	\$ 72,609.00	\$ 74,901.00	\$ 77,194.00	\$ 79,487.00
NU10S	\$ 65,729.00	\$ 68,194.00	\$ 70,659.00	\$ 73,124.00	\$ 75,589.00	\$ 78,054.00	\$ 80,519.00	\$ 82,984.00	\$ 85,449.00
NU11S	\$ 72,303.00	\$ 75,014.00	\$ 77,726.00	\$ 80,437.00	\$ 83,149.00	\$ 85,860.00	\$ 88,571.00	\$ 91,283.00	\$ 93,994.00
NU12S	\$ 77,726.00	\$ 80,641.00	\$ 83,555.00	\$ 86,470.00	\$ 89,385.00	\$ 92,299.00	\$ 95,214.00	\$ 98,129.00	\$ 101,043.00
NU13S	\$ 83,555.00	\$ 86,688.00	\$ 89,821.00	\$ 92,955.00	\$ 96,088.00	\$ 99,222.00	\$ 102,355.00	\$ 105,488.00	\$ 108,622.00
NU14S	\$ 91,910.00	\$ 95,358.00	\$ 98,804.00	\$ 102,250.00	\$ 105,697.00	\$ 109,144.00	\$ 112,590.00	\$ 116,037.00	\$ 119,484.00
NU15S	\$ 96,506.00	\$ 100,125.00	\$ 103,744.00	\$ 107,363.00	\$ 110,982.00	\$ 114,600.00	\$ 118,220.00	\$ 121,839.00	\$ 125,458.00
NU16S	\$ 101,332.00	\$ 105,131.00	\$ 108,931.00	\$ 112,731.00	\$ 116,531.00	\$ 120,331.00	\$ 124,131.00	\$ 127,931.00	\$ 131,731.00

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
NU1H	\$15.38	\$15.96	\$16.54	\$17.11	\$17.69	\$18.27	\$18.85	\$19.42	\$20.00
NU2H	\$16.54	\$17.16	\$17.78	\$18.40	\$19.02	\$19.64	\$20.26	\$20.88	\$21.50
NU3H	\$17.78	\$18.44	\$19.11	\$19.78	\$20.44	\$21.11	\$21.78	\$22.44	\$23.11
NU4H	\$19.11	\$19.83	\$20.54	\$21.26	\$21.98	\$22.69	\$23.41	\$24.13	\$24.85
NU5H	\$20.54	\$21.32	\$22.09	\$22.86	\$23.63	\$24.40	\$25.17	\$25.94	\$26.71
NU6H	\$22.09	\$22.91	\$23.74	\$24.57	\$25.40	\$26.23	\$27.06	\$27.88	\$28.71
NU7H	\$24.29	\$25.21	\$26.12	\$27.03	\$27.94	\$28.85	\$29.76	\$30.67	\$31.58
NU8H	\$26.72	\$27.73	\$28.73	\$29.73	\$30.73	\$31.73	\$32.74	\$33.74	\$34.74
NU9H	\$29.40	\$30.50	\$31.60	\$32.70	\$33.81	\$34.91	\$36.01	\$37.11	\$38.22
NU10H	\$31.60	\$32.79	\$33.97	\$35.16	\$36.34	\$37.53	\$38.71	\$39.90	\$41.08
NU11H	\$34.76	\$36.06	\$37.37	\$38.67	\$39.98	\$41.28	\$42.58	\$43.89	\$45.19

2022 County Administrator Wage Scale
Effective January, 1 2022

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
CADM	\$130,911.19	\$135,819.94	\$140,729.85	\$145,638.59	\$150,547.35	\$155,457.26	\$160,366.01	\$165,274.76	\$170,184.66

H = Hourly

S = Annualized Salary

APPENDIX F:

PROPOSED PAY PLAN

Annual

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
101 S	\$ 34,000.00	\$ 35,020.00	\$ 36,070.60	\$ 37,152.72	\$ 38,267.30	\$ 39,415.32	\$ 40,597.78	\$ 41,815.71	\$ 43,070.18
102 S	\$ 36,380.00	\$ 37,471.40	\$ 38,595.54	\$ 39,753.41	\$ 40,946.01	\$ 42,174.39	\$ 43,439.62	\$ 44,742.81	\$ 46,085.10
103 S	\$ 39,108.50	\$ 40,281.76	\$ 41,490.21	\$ 42,734.91	\$ 44,016.96	\$ 45,337.47	\$ 46,697.59	\$ 48,098.52	\$ 49,541.48
104 S	\$ 42,041.64	\$ 43,302.89	\$ 44,601.97	\$ 45,940.03	\$ 47,318.23	\$ 48,737.78	\$ 50,199.91	\$ 51,705.91	\$ 53,257.09
105 S	\$ 45,194.76	\$ 46,550.60	\$ 47,947.12	\$ 49,385.53	\$ 50,867.10	\$ 52,393.11	\$ 53,964.91	\$ 55,583.85	\$ 57,251.37
106 S	\$ 48,584.37	\$ 50,041.90	\$ 51,543.16	\$ 53,089.45	\$ 54,682.13	\$ 56,322.60	\$ 58,012.28	\$ 59,752.64	\$ 61,545.22
107 S	\$ 53,442.80	\$ 55,046.09	\$ 56,697.47	\$ 58,398.39	\$ 60,150.35	\$ 61,954.86	\$ 63,813.50	\$ 65,727.91	\$ 67,699.75
108 S	\$ 58,787.08	\$ 60,550.70	\$ 62,367.22	\$ 64,238.23	\$ 66,165.38	\$ 68,150.34	\$ 70,194.85	\$ 72,300.70	\$ 74,469.72
109 S	\$ 64,665.79	\$ 66,605.77	\$ 68,603.94	\$ 70,662.06	\$ 72,781.92	\$ 74,965.38	\$ 77,214.34	\$ 79,530.77	\$ 81,916.69
110 S	\$ 69,515.73	\$ 71,601.20	\$ 73,749.24	\$ 75,961.71	\$ 78,240.56	\$ 80,587.78	\$ 83,005.41	\$ 85,495.58	\$ 88,060.44
111 S	\$ 76,467.30	\$ 78,761.32	\$ 81,124.16	\$ 83,557.88	\$ 86,064.62	\$ 88,646.56	\$ 91,305.96	\$ 94,045.13	\$ 96,866.49
112 S	\$ 81,820.01	\$ 84,274.61	\$ 86,802.85	\$ 89,406.94	\$ 92,089.14	\$ 94,851.82	\$ 97,697.37	\$ 100,628.29	\$ 103,647.14
113 S	\$ 87,956.51	\$ 90,595.21	\$ 93,313.06	\$ 96,112.46	\$ 98,995.83	\$ 101,965.70	\$ 105,024.68	\$ 108,175.42	\$ 111,420.68
114 S	\$ 96,752.16	\$ 99,654.73	\$ 102,644.37	\$ 105,723.70	\$ 108,895.41	\$ 112,162.27	\$ 115,527.14	\$ 118,992.96	\$ 122,562.75
115 S	\$ 101,589.77	\$ 104,637.46	\$ 107,776.59	\$ 111,009.89	\$ 114,340.18	\$ 117,770.39	\$ 121,303.50	\$ 124,942.60	\$ 128,690.88
116 S	\$ 106,669.26	\$ 109,869.34	\$ 113,165.42	\$ 116,560.38	\$ 120,057.19	\$ 123,658.91	\$ 127,368.67	\$ 131,189.73	\$ 135,125.43

Hourly

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
101 H	\$ 16.35	\$ 16.84	\$ 17.34	\$ 17.86	\$ 18.40	\$ 18.95	\$ 19.52	\$ 20.10	\$ 20.71
102 H	\$ 17.49	\$ 18.02	\$ 18.56	\$ 19.11	\$ 19.69	\$ 20.28	\$ 20.88	\$ 21.51	\$ 22.16
103 H	\$ 18.80	\$ 19.37	\$ 19.95	\$ 20.55	\$ 21.16	\$ 21.80	\$ 22.45	\$ 23.12	\$ 23.82
104 H	\$ 20.21	\$ 20.82	\$ 21.44	\$ 22.09	\$ 22.75	\$ 23.43	\$ 24.13	\$ 24.86	\$ 25.60
105 H	\$ 21.73	\$ 22.38	\$ 23.05	\$ 23.74	\$ 24.46	\$ 25.19	\$ 25.94	\$ 26.72	\$ 27.52
106 H	\$ 23.36	\$ 24.06	\$ 24.78	\$ 25.52	\$ 26.29	\$ 27.08	\$ 27.89	\$ 28.73	\$ 29.59
107 H	\$ 25.69	\$ 26.46	\$ 27.26	\$ 28.08	\$ 28.92	\$ 29.79	\$ 30.68	\$ 31.60	\$ 32.55
108 H	\$ 28.26	\$ 29.11	\$ 29.98	\$ 30.88	\$ 31.81	\$ 32.76	\$ 33.75	\$ 34.76	\$ 35.80
109 H	\$ 31.09	\$ 32.02	\$ 32.98	\$ 33.97	\$ 34.99	\$ 36.04	\$ 37.12	\$ 38.24	\$ 39.38
110 H	\$ 33.42	\$ 34.42	\$ 35.46	\$ 36.52	\$ 37.62	\$ 38.74	\$ 39.91	\$ 41.10	\$ 42.34
111 H	\$ 36.76	\$ 37.87	\$ 39.00	\$ 40.17	\$ 41.38	\$ 42.62	\$ 43.90	\$ 45.21	\$ 46.57

County Administrator

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
CADM	\$ 137,806.02	\$ 141,940.20	\$ 146,198.40	\$ 150,584.36	\$ 155,101.89	\$ 159,754.94	\$ 164,547.59	\$ 169,484.02	\$ 174,568.54

APPENDIX G:

GRADE ORDER LIST: PAY PLAN POSITIONS,
ELECTED OFFICIALS,
NON-PAY PLAN POSITIONS

Grade	Annualized Minimum (Step 1)	Annualized Market/Midpoint (Step 3)	Annualized Maximum (Step 9)	Recommended Revised Class Title
101	\$ 34,000.00	\$ 36,070.60	\$ 43,070.18	Airport Worker Custodian
102	\$ 36,380.00	\$ 38,595.54	\$ 46,085.10	Central Records Specialist Driver (Non-CDL) FOIA Specialist Kennel Assistant Lead Custodian Office Assistant WIC Peer Counselor
103	\$ 39,108.50	\$ 41,490.21	\$ 49,541.48	Animal Shelter Assistant Administrative Aide - Animal Services Administrative Aide I Administrative Aide- Prosecuting Attorney Building Maintenance Mechanic Assistant Community Health Worker Deputy Circuit Court Clerk - County Clerk Legal Division Deputy Register of Deeds Dispatcher/Driver LETS Driver (CDL) Hearing and Vision Technician Porter/Driver Program Clerk II - Health
104	\$ 42,041.64	\$ 44,601.97	\$ 53,257.09	Billing Specialist Administrative Aide-Warrant Clerk Communicable Disease Clerk Court Services Unit Deputy Deputy Court Clerk - County Clerk Legal Division Drain Maintenance Worker II FOIA Record Management Specialist Investigative Services Administrative Specialist Jail Billing Specialist Jail Intake Specialist Lead Driver for Veterans Services Maintenance Coordinator Maintenance Mechanic - Facility Services Senior Deputy Register of Deeds Senior Vital Records Clerk SWAP Deputy Veterinary Technician Vital Records Clerk
105	\$ 45,194.76	\$ 47,947.12	\$ 57,251.37	Accounting Specialist - Treasury Crime Analyst Administrative Specialist Administrative Specialist - 911 Administrative Specialist - Building Inspectors Administrative Specialist - Commissioners Administrative Specialist - Drain Commissioner Administrative Specialist - Health Administrative Specialist - Prosecuting Attorney Administrative Specialist - Public Defender Administrative Specialist / Administrative Assistant Court Security Officer Data Analyst Drain Maintenance Worker III Driver Trainer Election Specialist / Deputy Clerk Hearing and Vision Coordinator Human Resources Assistant Lead Billing Specialist/Program Clerk III - Health Lead Dispatcher Office Specialist Property Room Officer Swift and Sure Case Manager Tax Records Clerk Veteran Treatment Court Coordinator

Grade	Annualized Minimum (Step 1)	Annualized Market/Midpoint (Step 3)	Annualized Maximum (Step 9)	Recommended Revised Class Title
106	\$ 48,584.37	\$ 51,543.16	\$ 61,545.22	Accounts Payable Coordinator Central Records Supervisor Division Supervisor Legal Division Fleet Manager Human Resources Specialist Lead Court Security Officer Mechanic Senior Environmental Health Clerk Senior Payroll Specialist Veterans Benefits Counselor- Claims I Victims' Rights Coordinator
107	\$ 53,442.80	\$ 56,697.47	\$ 67,699.75	Accounting Bookkeeper II - Drain Commissioner Circuit Court Administrator Coordinator Drain/Soil Inspector EMS Revenue Cycle Manager Juvenile Court Register Office Manager - Drain Commissioner Office Manager - Emergency Medical Services Office Manager - Treasurer Wastewater Operator Appraiser Jail Education Teacher Mobility Manager Office Manager Office Manager - Veteran Services Resource Coordinator for Adult Drug Court Senior Deputy Circuit Court Clerk
108	\$ 58,787.08	\$ 62,367.22	\$ 74,469.72	Drain Inspector / Dam Operator Environmental Health Specialist I Executive Assistant / Contract Administrator GIS Technician & Addressing Official Heavy Equipment Operator Help Desk Analyst Maintenance Supervisor Office Manager/Deputy Clerk Procurement Coordinator Tax Records Specialist Veterans Benefits Counselor- Claims III Veterans Benefits Counselor- Relief III Wastewater Technical Specialist Law Clerk/Attorney Magistrate Senior Appraiser Social Worker
109	\$ 64,665.79	\$ 68,603.94	\$ 81,916.69	Accounting Supervisor - Drain Accounting Supervisor - Treasury Building Inspector/Plan Reviewer CCAB Supervisor / Specialist Database Administrator Education Instructor Coordinator Elections Coordinator/Deputy Clerk Electrical Inspector/Plan Reviewer Emergency Medical Services Supervisor Engineering Surveyor Environmental Health Specialist II GIS Analyst Health Promotion Specialist Lead Investigator for Public Defender Mechanical Inspector / Plan Reviewer Operations Supervisor - 911 Plumbing Inspector/Plan Reviewer Public Health Nurse Quality Improvement Specialist - 911 Regional Planner for Emergency Management Wastewater Superintendent Animal Shelter Director Benefits Specialist Education Supervisor Executive Assistant/Office Manager-Sheriff Operations Manager for Transportation Services Probate Register Public Works Coordinator

Grade	Annualized Minimum (Step 1)	Annualized Market/Midpoint (Step 3)	Annualized Maximum (Step 9)	Recommended Revised Class Title
110	\$ 69,515.73	\$ 73,749.24	\$ 88,060.44	Field Program Coordinator Field Supervisor - Drain Commissioner Food Program Coordinator Inspection And Construction Manager Lead Inspector / Plan Reviewer Nutritionist/WIC Program Coordinator Public Safety Technology Specialist Technology Specialist Volunteer Coordinator/Emergency Preparedness Specialist Chief Deputy Register of Deeds Communications Manager Emergency Preparedness Coordinator Financial Analyst Financial Services Coordinator Health Promotion Coordinator Juvenile Services Supervisor Principal Planner QI/Education Specialist Senior Accountant - Treasury Specialty Courts and Programs Administrator
111	\$ 76,467.30	\$ 81,124.16	\$ 96,866.49	Application Support Analyst Conciliator Deputy Building Official Epidemiologist Nurse Program Coordinator Security Administrator Senior Database Administrator Senior Public Safety Technology Administrator Airport Manager Environmental Project Manager Project Management Coordination Specialist Project Manager - Emergency Medical Services Veterans Affairs Director
112	\$ 81,820.01	\$ 86,802.85	\$ 103,647.14	Assistant Prosecuting Attorney I Assistant Public Defender I Chief Deputy Treasurer Court Financial Officer Deputy Director of Human Resources Deputy Drain Commissioner Deputy Facility Services Director Deputy Finance Officer Emergency Manager Coordinator Enterprise Resource Planning Administrator Network Administrator Operations Manager - 911 Public Health Nursing Supervisor Research Attorney
113	\$ 87,956.51	\$ 93,313.06	\$ 111,420.68	Assistant Prosecuting Attorney II Assistant Public Defender II Attorney Magistrate Attorney/Referee - Juvenile Attorney/Referee Friend of the Court Chief Deputy County Clerk Chief Deputy Drain Commissioner Circuit Court Administrator Deputy Director 911 Deputy Director of Emergency Medical Services Deputy Director of Transportation Services District Court Administrator Facility Services Director Infrastructure Manager Juvenile and Probate Court Administrator Systems and Application Manager

Grade	Annualized Minimum (Step 1)	Annualized Market/Midpoint (Step 3)	Annualized Maximum (Step 9)	Recommended Revised Class Title
114	\$ 96,752.16	\$ 102,644.37	\$ 122,562.75	Assistant Prosecuting Attorney III Assistant Public Defender III Building Department Director Deputy Friend of the Court Director of 911 Director of Emergency Medical Services Director of Environmental Health / Deputy Health Officer Director of Personal & Preventive Health Services/Deputy Health Officer Director of Transportation Services Planning Director Supervising Attorney
115	\$ 101,589.77	\$ 107,776.59	\$ 128,690.88	Chief Assistant Public Defender Equalization Director Friend of the Court Human Resources Labor Relations Director Undersheriff
116	\$ 106,669.26	\$ 113,165.42	\$ 135,125.43	Chief Assistant Prosecuting Attorney Chief Information Officer Deputy County Administrator/Financial Officer Health Officer Public Defender

Grade	Annual Minimum (Step 1)	Annual Maximum (Step 9)	Recommended Revised Class Title
CADM	\$ 137,806.02	\$ 174,568.54	County Administrator

Title of Elected Official	Annual Salary
Commissioner	\$ 16,000.00
Board Chair	\$ 19,000.00
Vice Chair	\$ 17,000.00
Clerk	\$ 107,315.37
Drain Commissioner	\$ 117,446.67
Prosecutor	\$ 154,094.38
Register of Deeds	\$ 107,901.32
Sheriff	\$ 130,705.43
Treasurer	\$ 109,523.10

Non-Pay Plan Positions	Annual Salary
Juvenile Court Transporter	\$ 21,854.88
Veterinarian	\$ 69,165.89

Exhibit 7

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

MEETING MINUTES



January 30, 2023, 6:00 P.M.
Board of Commissioners Meeting Location
304 E. Grand River Ave., Board Chambers, Howell, Michigan
Zoom Virtual Meeting ID: 399-700-0062 / Password: LCBOC
<https://us02web.zoom.us/j/3997000062>

Members Present: Douglas Helzerman, David Domas, Frank Sample, Wes Nakagiri, Jay Drick, Roger Deaton, Martin Smith, Nick Fiani, Jay Gross

1. Call Meeting to Order

The meeting was called to order by Chairman Domas at 6:00 p.m.

2. Moment of Prayer

3. Pledge of Allegiance to the Flag

All rose for the Pledge of Allegiance to the Flag of the United States of America.

4. Roll Call

Roll call by the Clerk indicated the presence of a quorum.

5. Approval of Agenda

Motion to approve the agenda as presented.

It was moved by D. Helzerman
Seconded by F. Sample

Yes (9): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0): None

MOTION Carried (9-0-0)

6. Correspondence

6.a Branch County

Resolution #2023-01 Objecting to the Reclassification of the Prairie River

Motion to receive and place on file the Correspondence.

It was moved by J. Gross
Seconded by M. Smith

Yes (9): J. Gross, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, and N. Fiani; No (0): None; Absent (0): None

MOTION Carried (9-0-0)

7. Call to the Public

Bruce Hundley, Genoa Township; Ron Staley, Brighton; Randie Clawson, Howell; Katy Michalski, Genoa Township; and Wes Nakagiri, Hartland Township.

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8. Approval of Minutes

8.a Meeting Minutes dated: January 17, 2023

Motion to approve the Minutes as presented.

It was moved by N. Fiani
Seconded by D. Helzerman

Yes (9): N. Fiani, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, and J. Gross; No (0): None; Absent (0): None

MOTION Carried (9-0-0)

8.b Closed Session Minutes dated: January 3, 2023

8.c Closed Session Minutes dated: January 17, 2023

Motion to approve the Minutes as amended to reflect members present instead of absent.

It was moved by D. Helzerman
Seconded by N. Fiani

Yes (9): N. Fiani, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, and J. Gross; No (0): None; Absent (0): None

MOTION Carried (9-0-0)

9. Tabled Items from Previous Meetings

None.

10. Reports

None.

11. Resolutions for Consideration

11.a 2023-01-013

Resolution Authorizing Livingston County to Participate in the 2023 Statewide Tornado Drill - Emergency Management

Motion to adopt the Resolution.

It was moved by J. Drick
Seconded by D. Helzerman
Discussion

Yes (9): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0): None

MOTION Carried (9-0-0)

12. Closed Session

- Collective Bargaining Negotiations [MCL 15.268(c)]
- Discuss Written Legal Opinion [MCL 15.268(h)]

Motion to convene to Closed Session at 6:32 p.m. for the purpose of discussing collective bargaining negotiations [MCL 15.268 (c)] and a written legal opinion [MCL 15.268(h)].

It was moved by N. Fiani
Seconded by F. Sample

Roll Call Vote: Yes (9): N. Fiani, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, and J. Gross; No (0): None; Absent (0): None

MOTION Carried (9-0-0)

Motion to return to Open Session at 8:14 p.m.

It was moved by N. Fiani
Seconded by D. Domas

Yes (5): N. Fiani, D. Domas, F. Sample, J. Drick, and R. Deaton; No (4): D. Helzerman, W. Nakagiri, M. Smith and J. Gross; Absent (0): None

MOTION Carried (5-4-0)

13. Resolutions for Consideration Continued

13.a 2023-01-014

Resolution 2023-01-14, Resolution Approving the Tentative Agreement for a Three (3) Year Agreement between the Livingston County Courts, the Livingston County Board of Commissioners, and the Michigan Association of Public Employees representing Court Employees.

Motion to not take action on Resolution 2023-01-014 and allow the employer, the courts, to work out an agreement with their union personnel under Supreme Court Order 1998-5.

It was moved by N. Fiani
Seconded by D. Domas
Discussion

Roll Call Vote: Yes (5): N. Fiani, D. Domas, F. Sample, J. Drick, and R. Deaton; No (4): D. Helzerman, W. Nakagiri, M. Smith, and J. Gross; Absent (0): None

MOTION TO NOT TAKE ACTION Carried (5-4-0)

Motion to convene to Closed Session at 8:19 p.m. for the purpose of Collective Bargaining Negotiations MCL 15.268(c)

It was moved by N. Fiani
Seconded by J. Drick

Roll Call Vote: Yes (8): N. Fiani, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, and J. Gross; No (1): D. Helzerman; Absent (0): None

MOTION Carried (8-1-0)

Motion to return to Open Session at 9:39 p.m.

It was moved by N. Fiani
Seconded by D. Domas

Yes (9): N. Fiani, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, and J. Gross; No (0): None; Absent (0): None

MOTION Carried (9-0-0)

13.b 2023-01-015

Resolution Approving the Tentative Agreement for a Three (3) Year Agreement between the Livingston County Sheriff Department, the Livingston County Board of Commissioners, and the Livingston County Deputy Sheriff's Association Representing Deputies, Corrections Officers, and Detectives – Human Resources

Motion to adopt the Resolution

It was moved by D. Helzerman
Seconded by F. Sample

**MOVER AND SECOND SUPPORT WITHDRAWN
Motion Not Considered**

Motion to amend Resolution 2023-01-015, Resolution Approving the Tentative Agreement for a Three (3) Year Agreement between the Livingston County Sheriff Department, the Livingston County Board of Commissioners, and the Livingston County Deputy Sheriff's Association Representing Deputies, Corrections Officers, and Detectives to add the following paragraph:

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the attached agreement asking the negotiation team for the Union and this County to make best efforts to re-open the discussion of abortion coverage for some sort of compensation.

It was moved by M. Smith
Seconded by D. Helzerman

Roll Call Vote: Yes (2): M. Smith and D. Helzerman; No (7): N. Fiani, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, and J. Gross; Absent (0): None

MOTION Failed (2-7-0)

Motion to approve a compensation study for the Livingston County Courts that shall be completed prior to August 1, 2023.

It was moved by N. Fiani
Seconded by D. Domas

**MOTION WITHDRAWN
Motion Not Considered**

Motion to amend this evening's agenda to include a resolution to approve a compensation study for the Livingston County Courts that shall be completed prior to August 1, 2023.

It was moved by N. Fiani
Seconded by D. Domas
Discussion

Roll Call Vote: Yes (4): N. Fiani, D. Domas, F. Sample and R. Deaton; No (5): M. Smith, D. Helzerman, W. Nakagiri, J. Drick, and J. Gross; Absent (0): None

MOTION to AMEND Failed (4-5-0)

Motion to reconsider Resolution 2023-01-14, Resolution Approving the Tentative Agreement for a Three (3) Year Agreement between the Livingston County Courts, the Livingston County Board of Commissioners, and the Michigan Association of Public Employees.

It was moved by D. Helzerman
Seconded by

**NO SECOND
Motion was not Reconsidered**

14. Accounts Payable Reports

14.a Claims dated: January 30, 2023

14.b Payables dated: January 7 through January 20, 2023

Motion to approve the Claims Report and Payables Report as presented.

It was moved by N. Fiani
Seconded by M. Smith

Yes (9): N. Fiani, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, and J. Gross; No (0): None; Absent (0): None

MOTION Carried (9-0-0)

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Motion to convene to Closed Session at 10:05 p.m. for the purpose of written legal opinion [MCL 15268(h)].

It was moved by N. Fiani
Seconded by J. Gross
Discussion

Roll Call Vote: Yes (9): N. Fiani, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, and J. Gross; No (0): None; Absent (0): None

MOTION Carried (9-0-0)

Motion to return to Open Session at 11:04 p.m.

It was moved by N. Fiani
Seconded by D. Domas

Yes (9): N. Fiani, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, and J. Gross; No (0): None; Absent (0): None

MOTION Carried (9-0-0)

15. Call to the Public

Doug Helzerman, Handy Township.

16. Adjournment

Motion to adjourn the meeting at 11:08 p.m.

It was moved by J. Gross
Seconded by N. Fiani

Yes (8): J. Gross, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani;
No (1): D. Helzerman; Absent (0): None

MOTION Carried (8-1-0)

Elizabeth Hundley Livingston County Clerk

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Exhibit 8

AGREEMENT

BETWEEN

**LIVINGSTON COUNTY CIRCUIT COURT;
OFFICE OF THE FRIEND OF THE COURT;
PROBATE COURT OF LIVINGSTON COUNTY; AND THE
53RD DISTRICT COURT OF LIVINGSTON COUNTY**

AND

**MICHIGAN ASSOCIATION OF
PUBLIC EMPLOYEES/MAPE
THE CERTIFIED *UNION* REPRESENTING THE
LIVINGSTON COUNTY EMPLOYEES ASSOCIATION**



**EFFECTIVE:
1.1.2020 - 12.31.2022**



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AGREEMENT

This Agreement is entered into this ____ day of _____, 2020, effective **January 1, 2020**, where applicable, by ***Livingston County Circuit Court and Office of the Friend of the Court, Probate Court of Livingston County; and the 53rd District Court of Livingston County***, collectively hereinafter called the “***Employer***”, and the **Michigan Association of Public Employees/MAPE** the Certified *Union* representing the ***Livingston County Employees Association***.

ARTICLE 1 **RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes and acknowledges that the Union is the exclusive representative for the purpose of collective bargaining with the Employer in respect to pay, wages, hours of employment and other conditions of employment for the:

Regular full-time and part-time employees of the (1) Livingston County Circuit Court (including Friend of the Court office); (2) Livingston County Probate Court; and, (3) the 53rd District Court of Livingston County (which are distinctive collective bargaining units), including only court officers, court reporters, some secretaries and juvenile officers of the Circuit Court, but excluding all other employees, including, but not limited to, Chief Deputy Clerk of District Court, Court Administrator/Register/Hearings Officer at Probate Court, juvenile court psychologists, the Friend of the Court, research attorneys, law clerks, circuit court probation officers, and the Magistrate of the District Court, Court Administrators, Shelter Home Coordinator, house parents and Foster Care/Adoption Supervisor, Juvenile Register, Probate Register, Court Financial Officer, and Supervisors.

ARTICLE 2 **AID TO OTHER UNIONS**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3
UNION SECURITY

A. The Employer will not discriminate against any employee because the employee voluntarily chooses to be a member of the Union or to otherwise pay fees to the Union for bargaining and defending the Collective Bargaining Agreement; nor will the Employer discriminate against any employee who chooses not to be a member of, or not to pay dues/fees to the Union.

B. Upon completion of thirty (30) days of employment, membership in the Union or compliance with payment of the representation fees shall be voluntary. If an employee voluntarily submits a dues/fees deduction form, the Employer agrees to deduct Union dues/ fees to become effective the first payday of the month following the employee's successful completion of thirty (30) days of employment.

C. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, or who voluntarily authorizes the payment of representations fees, subject to all of the following conditions:

1. The Union shall obtain from each employee who voluntarily agrees to become members or pay a representation fee a completed Check-Off Authorization Form which shall conform to the respective state and federal law(s) concerning that subject.
2. All Check-Off Authorization Forms shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the Union's Treasurer and no check-off shall be made until such deficiency is corrected.
3. The Employer shall check-off obligations which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation. If an employee withdraws his/her check-off authorization form, in writing to the Employer and the Union, no deduction shall be made commencing with the first full pay-period after the authorization was withdrawn. The Employer is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.
4. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is transmitted, of its belief, with reason(s) stated therefor, that the

remittance is incorrect.

5. The Union shall provide at least thirty (30) days' written notice to the Employer for the amount of Union dues and/or representation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.
6. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this Article sub 3. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

D. The Parties agree that should the Michigan Right to Work Act be repealed or determined with finality to be unlawful, the Union Security provisions found in Article 3 of the 2010-2013 Collective Bargaining Agreement between the Livingston County Circuit Court, Office of Friend of the Court, Probate Court of Livingston County, the 53rd District Court of Livingston County and MAPE shall be reinstated. However, either party may then also request to meet and bargain over amendment of this section of the Collective Bargaining Agreement.

ARTICLE 4 **STEWARDS**

The Employer recognizes the right of the Union to designate a Steward and an Alternate from the seniority list in each court as follows:

Friend of the Court
Central Services, Circuit Court, Probate Court, and Juvenile Courts
District Court

The authority of the Steward and Alternate so designated by the Union shall be limited to and shall not exceed the following duties:

- A. The investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.

B. The Steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the court involved without loss of time or pay during his regular working hours; provided, however, this privilege shall not be abused.

ARTICLE 5

MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Operation. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America.

B. Overtime. The Employer has the right to schedule overtime work as required in a manner most advantageous to the courts.

C. Work Schedule. The Employer shall have the right to determine reasonable schedules of working hours and days in each respective court and to establish the methods and processes by which such work is performed.

D. Discipline and Discharge. The Employer reserves the right to discipline and discharge non-probationary employees for just cause.

E. Retention of Rights. The Employer reserves and retains solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, layoffs, etc., for the orderly and efficient operation of the court.

F. Contracts. The Union recognizes that the Employer has statutory rights and obligations in contracting for matters relating to court operations. The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members, nor to decrease the size of the bargaining unit. Notwithstanding the above, Circuit Court reporters may be replaced with a recording and/or video system.

Further, District Court and Probate Court recorders/reporters functions may be replaced by recording and/or video system, as permitted by law.

G. Delegations. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.

H. Direction of Work Force. The Employer reserves the right to direct the work force and assign duties and responsibilities.

I. Job Improvement. The Employer reserves the right to require employees to attend schooling for improvement in their ability to perform their duties at the expense of the Employer.

J. Physical Examination. The Employer reserves the right to require an employee, at the Employer's expense, to take a physical examination (1) if it should appear that said employee is having difficulty in performing his/her duties based upon health related reasons, including a pattern of reoccurring absenteeism; (2) on the return from leave of absence; or (3) if the Employer has reasonable cause to believe that an employee is abusing sick leave. The physical examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on both parties. The expense of the third party shall be shared equally by the Employer and the employee. On the basis of said physical examination, the Employer may sever said employee.

K. Background Checks. New employees will be subject to a criminal history background check and drug testing. For new employees whose duties would have them in contact with children, there is also a requirement for a Central Registry check with DHS.

L. Chief Judge Rule. All parties recognize the authority of the Chief Judge that is set forth in Chief Judge Rule 8.110.

M. Consolidated Courts. Should there be a statutory directive, local administrative order, or Supreme Court order to consolidate the Courts that materially affects the duties and responsibilities of any union position, the current collective bargaining agreement will be reopened to address the effects of such order or directive at the request of either the Union or Employer.

ARTICLE 6 **COURT PERSONNEL RULES**

The Employer may provide Personnel Rules for use in the applicable unit. In any conflict between the Unit Personnel Rules and this Agreement, this Agreement shall take precedence.

ARTICLE 7 **GRIEVANCE PROCEDURE**

A. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

B. Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such grievance, dispute or complaint promptly through the following steps.

STEP 1- Oral Presentation: Any employee having a grievance shall first take up the matter with his/her immediate supervisor and Union representative. A grievance not submitted within five (5) working days of its occurrence or when the employee could reasonably have obtained knowledge of its occurrence shall be considered automatically closed.

STEP 2- Written: In the event the supervisor in STEP 1 does not give a decision within five (5) working days, or the matter is not satisfactorily settled in STEP 1, the employee or Steward shall reduce the grievance to writing and present a copy to the immediate supervisor. Said grievance shall be signed by the grievant and must be presented within five (5) working days to the immediate supervisor from the Employer's disposal of the grievance or failure to dispose of same at STEP 1. Said supervisor shall, within five (5) working days after receipt of the written grievance, give his decision in writing. The Union may automatically take it to the next step of the grievance procedure if no decision is given in five (5) working days by the said supervisor. Unresolved grievances shall proceed to STEP 3, provided they have been appealed within five (5) working days from the date the answer was received or due.

STEP 3- Appeal to Chief Judge: In the event the grievance is not settled or disposed of at STEP 2, and it has been properly appealed to STEP 3 as provided in STEP 2 above, the presiding judge of the Court involved and a representative of the Local Union and MAPE shall meet within twenty (20) working days of the day of appeal, unless otherwise mutually extended by Agreement in writing to discuss the grievance and, if the parties at this step cannot settle the grievance or otherwise dispose of it, the said judge, within five (5) working days of the meeting, shall give his answer to the grievance in writing.

STEP 4- Arbitration: In the event the grievance is not settled at STEP 3, the grieving party may appeal, within twenty (20) working days of the said judge's answer or failure to answer, to arbitration. The Employer and the Union shall mutually select the Arbitrator. The arbitration procedures under this contract, including the selection of an Arbitrator, in the event the parties are not able to mutually agree on an Arbitrator, shall be conducted under the voluntary rules and regulations of the American Arbitration Association.

The Arbitrator shall proceed as promptly as possible to hear the controversy between the parties. The decision of the Arbitrator shall be binding and final on both parties.

The Arbitrator's decision on any matter properly submitted as a grievance for dispute must be based upon an interpretation of the provisions of this Agreement or any supplemental agreements entered into between the Employer and the Union.

The Arbitrator shall have no authority to require the Employer to purchase buildings or new equipment.

The Arbitrator shall have no power to add to or subtract from or modify the terms and conditions of this Agreement.

The Arbitrator's fees and the expense of arbitration shall be shared equally by the Employer and the Union. However, each party shall bear their own expenses in connection with the arbitration.

C. Any grievance not appealed from a decision in one of the steps above to the next step within the prescribed time limits shall be considered dropped and not subject to further appeal unless the time limit is extended by mutual Agreement by written memorandum.

D. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to be withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 8

DISCHARGE AND SUSPENSION

A. The Employer shall have the right to discipline non-probationary employees for cause up to, and including, discharge.

B. Notice of Discharge or Suspension. Before disciplinary action resulting in loss of pay or time off including discharge, is taken against an employee, he/she shall be given an opportunity to state his/her position and offer any evidence immediately available to the supervisor who is rendering such discipline. The Steward or other union officer shall be present at such time, if available. If the Steward or other union officer is not available, notice shall be sent to the Union Steward by the Employer of any such discipline or discharge within eight (8) work hours of the invocation of such discipline or discharge.

C. The discharged or suspended employee shall be allowed to discuss his/her discharge or suspension with an available Steward or other union officer and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer.

D. Appeal of Discharge or Suspension. Should the discharged or suspended employee or a Steward consider the discharge or suspension to be improper, a written grievance shall be presented through the Steward beginning at STEP 3 of the grievance procedure within five (5) regularly scheduled working days of the discharge or suspension. The Chief Judge or his/her designee, a representative of the Local Union and a MAPE representative shall meet within twenty (20) working days of the grievance being filed in an attempt to resolve the grievance. The Judge shall give his/her answer in writing within five (5) regularly scheduled working days after the meeting. If the decision is not satisfactory to the Union, the matter shall be referred to STEP 4 of the grievance procedure.

E. Oral Reprimand. Oral reprimands shall not be grievable and they shall not be considered as discipline. Written summaries of an oral reprimand may be placed in employee's personnel file, provided a copy is also made available to the affected employee. Oral reprimands may be subsequently used by the Employer when the Employer gives a written warning and/or later disciplines the employee provided said warning and/or disciplines occur within six (6) months of the issuance of the oral reprimand. If no such written warning or later discipline occurs within six (6) months of the issuance of the oral reprimand, the summary shall be removed from the employee's personnel file.

F. Special Conferences. Special conferences for important matters will be arranged between the Livingston County Employees Association President and the Employer, or its designated representative, upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matter to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Local and/or a representative of Michigan Association of Public Employees/MAPE.

The Union representative may meet at a place designated by the employee on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

The provisions of this paragraph for special conferences shall not be abused.

G. Disciplinary Time Off. At the Employer's option disciplinary time off due to a disciplinary action concerning the employee's attendance may be deducted from the employee's accumulated vacation in lieu of requiring employee to miss scheduled work days as an unpaid disciplinary suspension, up to a maximum of ten (10) work days per year.

ARTICLE 9 **SENIORITY**

A. There shall be no unit-wide or court-system-wide seniority. Seniority shall be restricted to the specific unit in which the employee works.

B. For purposes of seniority, the following specific units are hereby recognized:

1. Friend of the Court
2. Central Services, Circuit Court, Probate Court, and Juvenile Court
3. District Court

C. Probationary Employees. New employees hired in the unit shall be considered probationary employees for the first ninety (90) days of actual work of their employment, during which time they may be disciplined or discharged without recourse to the grievance procedure. During the probationary period, employees are at will. The Union shall have no right to represent said employees during the probationary period on any matters relating to discipline or discharge. Employees may be terminated or disciplined within the sole discretion of the Employer during the probationary period. The Employer may extend the probationary period for another ninety (90) days of actual work when the Employer determines that the employee is only marginally or is unsatisfactorily performing his/her duties. In the event that the Employer decides to extend the probationary period the subsequent ninety (90) days, the Employer shall notify the Union and the affected employee prior to said extension. The decision to extend the probationary period shall not be grievable. When an employee satisfactorily completes the probationary period of either ninety (90) days of work or one hundred eighty (180) days of work, he/she shall be entered on a seniority list of the court in which he/she works with his/her seniority date beginning at the date of his/her hire.

D. Seniority shall not be affected by age, race, creed, sex, religion, marital status, national origin, or physical handicap, as required by law.

E. In the event there is a vacancy in any unit, said vacancy shall be posted unit-wide (all courts) on designated bulletin boards for a period of five (5) working days and may also be posted or advertised outside of the three court units. In the situation where the Employer waives a job requirement(s), this decision will be included in the posted notice. Employees in the unit where the vacancy occurs may bid for the job. Employees in the other court units may apply for the job during this time, but shall not be given any preference or additional consideration, nor do they have the right to "bid" for the same as provided hereunder.

1. Those bidding for the vacancy from the unit where the vacancy occurs shall be given preference for said job based upon seniority, no prior substantiated disciplinary action and ability to do the work.
2. Employees who bid and are employed hereunder shall be given up to a thirty (30) day trial period. Any employee disqualified for the bidded job within the

thirty (30) days shall be given a written statement of reasons for the disqualification.

3. During said thirty (30) day trial period, at any time, at the employing judge's sole discretion, said employee may be disqualified.

It is agreed that this subsection (9E) shall not apply to filling the Judicial Secretary, and positions classified at Pay Grade VIII or above as set forth in Appendix A, except the Employer agrees to post a notice of the available position in all courts.

F. In the event an employee having seniority in a given court completes the qualifying period to the satisfaction of the employing judge, said employee then will carry his/her full seniority from the previous court into the court in which he/she is accepted.

G. Employees who bid as a matter of right or by acceptance, who are disqualified within the first thirty (30) days or elect to return to their previous job within the first thirty (30) days after working on the job, shall be permitted to return to their previous job with full seniority rights.

H. Each court will keep the seniority list up-to-date at all times and will provide the Union with up-to-date copies at least every six (6) months, if requested.

I. Job descriptions and up-dated job descriptions will be kept at the Personnel Office. The Union Representatives may review them. The Parties recognize that the Employer is maintaining its right to change job descriptions.

ARTICLE 10

LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons:

- A.** Quits.
- B.** Discharged for just cause, if non-probationary employee.
- C.** Does not return to work when recalled from layoff as set forth in the Recall Procedure. In proper cases, exceptions shall be made with the consent of the Employer.

- D. Failure to return from sick leave and leaves of absence when scheduled to return.
- E. Retires.
- F. If the employee falsifies his employment application and same is discovered within ten (10) years of initial employment.
- G. If the employee refuses to take a physical examination at the Employer's request and cost upon the completion of a medical leave of absence for good cause shown, or upon the return to work from absence because of injury or illness, or when the employee's physical capabilities interfere with his/her job performance.
- H. If an employee comes to work intoxicated or under the influence of illegal drugs or drinks intoxicating beverages or takes illegal drugs on the job or, except in the line of duty, brings intoxicating beverages or illegal drugs to or in the Employer's premises and/or vehicles at any time.
- I. Knowingly reveals confidential information to unauthorized persons.
- J. Knowingly provides legal aid or makes legal references to the public.
- K. He/she is convicted or pleads guilty or nolo contendere to a felony.

ARTICLE 11

LAYOFFS

- A. Permanent Employees. The Employer may lay off employees. The duties performed by an employee laid off may be reassigned with reason to other employees already working who hold positions in appropriate classes.
- B. Order of Layoff. Layoff of employees shall be made by inverse order of their Seniority within a position classification in their respective court or Friend of the Court office, with probationary employees being laid off first, then part-time employees. The Employer shall give written notice to the employee and the Union of any proposed layoff.

Such notice shall be submitted at least ten (10) working days before the effective date thereof.

ARTICLE 12

RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at the last known address by certified mail. If any employee fails to report for work within ten (10) working days from date of mailing of notice of recall, he/she shall be considered to have quit. An employee shall notify the Employer in writing of any change in name, address or telephone number promptly and, in any event, within five (5) work days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his/her record for all purposes involving his/her employment.

ARTICLE 13

TRANSFERS

A. Transfer of Employees. If an employee is transferred to a position under the Employer not included in the Unit, and is thereafter, within five (5) years, transferred again to a position within the Unit, he/she shall have the seniority they earned while working in the unit. After being out of the unit for five (5) years or more, the employee shall not have prior seniority when transferring back to the unit. Employees not previously in the bargaining unit transferring from other County units and those who were previously in the unit and transfer back shall be given credit for service time in computing of benefits, i.e., vacation accrual, sick leave accrual, etc., but shall earn no seniority while working outside the bargaining units and shall be placed on a step which will result in no loss of pay.

B. The Employer agrees that employees shall not be arbitrarily transferred from Brighton to Howell or vice versa. The Employer agrees to allow consenting employees to exchange Brighton/Howell work locations with the written concurrence of the employees involved, subject, however, to the affected judge's final approval or disapproval.

C. The Employer agrees that it will discuss any movement of work not covered in (A) or (B) with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE 14

REINSTATEMENT OF VETERANS

The re-employment rights of employees who leave employment to serve in the Armed Forces of the United States of America will be in accordance with all applicable laws and regulations.

ARTICLE 15

LEAVES OF ABSENCE

A. Leaves of absence without pay for periods not to exceed six (6) months or a period of time equal to an employee's accumulated seniority at the time of the requested leave, whichever is less, may be granted, in writing, without loss of seniority for the below stated reasons. Once an employee has exhausted all paid leave banks, an employee has thirty (30) calendar days to apply in writing for an unpaid Leave of Absence which may begin retroactive to the first day of unpaid leave, if approved. However, it is expressly understood and agreed that while an employee is on a leave of absence without pay, he/she shall not accrue or maintain any benefits otherwise provided to employees, excepting only that health and dental shall continue to be paid by the Employer for the first sixty (60) days of said leave of absence and seniority shall be maintained while on said leave, but shall not accrue during said leave. This Section does not apply to a Family and Medical Leave Act {FMLA} leave unless otherwise noted.

1. Disability leave, being an employee disability, including mental or physical (including an employee's pregnancy) which is not covered under the FMLA. The disability must be certified by an attending physician.
2. Prolonged illness in immediate family, which must be certified by an attending physician which is not covered by the FMLA. The definition of "immediate family" for purposes of this section shall be: spouse, parents,

sister, brother, children, stepchildren, or a relative or in-law living or making his home in the employee's household.

3. If the Employer has reason to question an employee's need for a disability leave, the Employer may request certification of the employee's ability to work from employee's attending physician or Employer's selected doctor.
4. Such leaves may be extended for like cause for up to a six (6) month period of time, provided the employee makes written application for such extension at least one (1) month prior to the expiration date of the current leave.
5. Members of the Union elected to attend a function of MAPE, such as conventions or educational conferences, shall be allowed time off without loss of seniority to attend such conferences and/or conventions. The total time allowed off shall not exceed ten (10) days per year for the entire membership. Not more than one (1) employee per court unit shall be allowed said leave at any one time per year.
6. In addition to the leaves of absence provided above, the Employer may, in its sole discretion, grant a leave of absence for additional causes, provided same are in writing.

B. When an unpaid leave of absence under this Agreement is granted for a specific period of not more than six (6) months, and is not extended beyond such period, the individual shall return to the position he/she held at the time the leave was granted, seniority permitting, or to a position to which their seniority entitles them. When an unpaid leave is required for a period of more than six (6) months, the employee's position will not automatically be held open for him/her. Employee shall be reinstated after return from leave when comparable employment for which the employee is qualified is available with the court for which the employee worked. If comparable employment is not immediately available, the employee shall be on layoff status until a position is available.

C. Employees shall maintain, but shall not accumulate seniority while on any leave of absence granted by the provisions of this Agreement. Benefits provided for under this Agreement shall not be maintained nor accrue while on an unpaid leave of absence,

except health, dental and life insurance shall be paid for by the Employer for the first sixty (60) days of a leave of absence, and if the leave is a FMLA leave, health, dental and life insurance shall continue for twelve (12) weeks.

D. The Parties agree that each has the right to exercise its rights under the Family and Medical Leave Act in addition to rights contained under this contract.

E. Employees shall exhaust all applicable accrued paid leave, except purchased time under the Livingston County Flexible Benefit Plan, prior to an unpaid leave of absence under this Article.

ARTICLE 16

UNION BULLETIN BOARDS

The Employer will provide one (1) bulletin board in an appropriate place in each building to be used by the Union for posting of notices of the following types:

Notices of recreational and social events;
Notices of Union elections;
Notices of results of Union elections; and
Notices of meetings.

ARTICLE 17

RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be placed in an existing classification, the Employer reserves the right to establish a classification and rate structure, subject to the provisions stated below. Under such circumstances, the Employer shall notify the Union at least twenty-one (21) calendar days prior thereto. In the event that the Union disagrees with the classification and/or rates, it shall so notify the Employer in writing, within fourteen (14) calendar days. The Employer shall meet and discuss and negotiate the same, if notified by the Union within the fourteen (14) calendar day period. In the event the parties reach an impasse and cannot reach an agreement, the Employer may implement its last best offer. Any disagreement by the Union shall not be subject to the grievance procedure.

ARTICLE 18
TEMPORARY ASSIGNMENTS

A. An employee who is temporarily assigned to perform majority of his/her duties and responsibilities in a position of a higher classification for more than five (5) consecutive work days shall receive the rate of pay of the higher classification for all hours worked while filling such vacancy beginning the sixth working day, and retroactive to the first day of their assignment. An employee temporarily assigned to work in a position at the same or lower salary grade shall not suffer any loss of pay during the period of the temporary assignment.

B. When the Employer is temporarily filling a position of a higher classification, for a period of sixty (60) calendar days or less, the Employer reserves the right to select the person who it believes is best qualified for the position from the bargaining unit. Assignments of sixty-one (61) calendar days or more shall be filled per Article 9(E). All temporary assignments to Judicial Secretary positions shall not be limited by this subsection and shall be in the Employer's discretion.

ARTICLE 19
PART-TIME PERSONNEL

A. Personnel budgeted and regularly scheduled to work twenty (20) hours per week or less will receive no benefits and will progress up the salary schedule annually.

B. Personnel budgeted and regularly scheduled to work twenty-one (21) to thirty-one (31) hours per week will receive five (5) vacation days (40 hours) and six (6) sick days (48 hours) per year. They will progress up the salary schedule annually. Personnel scheduled to work thirty (30) hours per week will be eligible for Blue Cross/Blue Shield insurance coverage.

C. Personnel budgeted and regularly scheduled to work thirty-two (32) to thirty-nine (39) hours per week will receive eight (8) days (64 hours) vacation and nine (9) sick days (72 hours) per year. They will be eligible for Blue Cross/Blue Shield insurance and progress up the salary progression scale annually.

D. The number of hours scheduled will be the number of hours approved by the Livingston County Board of Commissioners for the position. Hours compensated shall mean time for which an employee receives compensation, whether from actual work, or sick, vacation, or compensatory time.

ARTICLE 20

OVERTIME

A. For Fair Labor Standards Act (FLSA) non-exempt employees, time and one-half will be paid only for any hours worked over forty (40) per week. In lieu of overtime, employees may be granted compensatory time off at time and one-half consistent with the Federal Fair Labor Standards Act. The decision to grant compensatory time off will be determined by the Employer after consultation with the employee. Employees considered exempt per the FLSA will receive time and one-half (1 1/2) for overtime in compensatory time off for any hours worked over forty (40) per week.

B. Double time will be paid, or double time allowed off within the same pay period, for all requested and approved hours worked on holidays that are defined in the Agreement. The decision to grant time off will be determined by the Employer after consultation with the employee.

C. Overtime hours shall be divided as equally as possible among employees in the same classifications in their respective unit, provided they are qualified and able to do the work assigned. An up-to-date list showing overtime hours will be posted monthly in a prominent place in their respective units. This section of the Agreement shall not apply to FLSA exempt employees (professional employees).

When overtime is required, the person with the least number of overtime hours in that classification within their respective unit, provided they are qualified and able to do the work assigned, will be called first, and so on down the list, in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work will be charged the average number of overtime hours of the employees working during the overtime period.

The sole remedy for failure to equalize overtime shall be that the employee will receive preference for future overtime work until such situation is corrected.

D. In any event, overtime is compulsory and shall be computed from January 1 through December 31 of each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

E. The Employer has the right to assign employees to be on call. Employees required to be on call will be compensated at time and one-half (1 1/2) pay or compensatory time off, despite Article 20, Section A, when actually required to work when outside their normal working hours, i.e., direct client communication or direct communication with others pertaining to a particular client. Employees required to be on call for a seven consecutive day period will also be provided with five (5) hours of comp time in addition to the above, or pro rata, if less than seven (7) consecutive days. If the Court orders placement of a child outside the home and a hearing is statutorily required on a weekend, the employee shall receive five (5) hours of compensatory time in additional to the above.

ARTICLE 21

WORKING HOURS

A. The regular full working day shall not exceed eight (8) hours per day, exclusive of the lunch period, and the normal work week shall not exceed forty (40) hours, Monday through Friday, inclusive.

B. The regular work shift for each unit shall be established from time to time by the employing judge pursuant to the rights set forth in Article 5(C) hereof.

C. Employees shall be granted a one (1) hour lunch break at or near the mid-point of their shift hour period.

D. The Employer will make every effort to provide employees with an uninterrupted fifteen (15) minute break in the a.m. and in the p.m. as scheduled by the Employer. The Union acknowledges that, due to the nature of the Employer's business, an uninterrupted break will not always be possible.

ARTICLE 22

SICK-PERSONAL LEAVE

Subject to the Michigan Paid Medical Leave Act, 2018 PA 369: Employees covered by this Agreement shall accrue 3.7 hours of sick leave with pay for each pay period of service. Sixteen (16) hours of sick leave per year may be converted to personal leave time. Unused personal leave is not accumulative. This type of leave can be taken for personal reasons; however, two (2) working days' notice must be given prior to the date of absence.

A. Unused sick leave may be accumulated up to a maximum of one hundred and twenty (120) days.

B. Employees absent from work on legal holidays, during paid sick leave up to thirty (30) consecutive days, vacations, or for disability arising from injuries sustained in the course of their employment up to thirty (30) consecutive days (includes workers' compensation up to thirty (30) consecutive days), shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were employed, subject, however, to the maximum limitation herein provided.

C. An employee eligible for sick leave with pay may use such sick leave for absence:

- 1.** Due to personal illness, dental care, physical incapacity caused by factors over which the employee has no reasonable control.
- 2.** Due to exposure to contagious disease by which the health of others would be endangered by attendance at work Employees sick with the flu or other contagious illness are encouraged to stay home. A physician's statement, at the Employer's expense, recommending absence from work may be requested. The Employer reserves the right to select the physician in such a case.

3. Due to illness of an immediate family member who requires the presence of the employee for their well-being.

The term "immediate family" as used in this section shall mean spouse, children, Step-children, brothers, sisters, parents, grandparents, grandchildren, mother-in-law, father-in-law, or legal dependents.

4. Due to lost time not covered by workers' compensation if employee is injured on the job.

D. A physician's certificate of the employee's inability to work, or ability to return to work may be required:

1. If it is necessary to be absent on sick leave for more than three (3) working days.
2. When an employee is ready to return to work following a prolonged illness.

E. When an employee finds it necessary to be absent for any reason, he/she shall cause the facts to be reported to his/her supervisor prior to the date of absence when possible and, in any event, such report must be made within one (1) hour after the employee is to report for work. Failure to do so may be cause for denial of sick leave with pay for the period of absence and shall subject the employee to disciplinary action.

F. Employees who have been asked to act as pallbearers may take sick leave to perform this service. Such use of sick leave is not to exceed one (1) day.

G. Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one (1) hour.

H. Sick leave is provided for protection against loss of income in event of unavoidable absence resulting from illness, injury, or death in the family. Use of sick leave for personal business is not allowed and its use as such may be cause for disciplinary action.

I. Payment will be made for fifty (50%) percent of unused sick leave upon either death, retirement, or resignation of employment.

J. An employee shall be allowed time off with pay due to death in immediate family, other than spouse or child, (step-children, brothers, sisters, parents, grandparents, grandchildren, mother-in-law, father-in-law, or legal dependents) but limited to three (3) working days not deducted from sick leave. For the death of a spouse or child, an employee shall be allowed five (5) working days off with pay not deducted from sick leave. However, the Employer may grant additional time if requested, based upon extenuating circumstances. One (1) day of funeral leave shall be permitted for attending the funeral of a brother-in-law or a sister-in-law.

K. Family and Medical Leave. The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act in addition to rights contained under this contract.

ARTICLE 23 **VACATION LEAVE**

A. Effective the employee's anniversary date of hire, for employees still employed upon the date of execution of this Agreement, eligible employees covered by this Agreement shall earn vacation leave with pay in accordance with the following schedule:

1st through 4th year	10 days
5th through 9th year	15 days
10th year and over	20 days

In addition to the above accumulated vacation days, employees may purchase up to forty (40) additional hours of vacation time at their straight time rate. For purposes of this Agreement, purchased vacation days shall be treated the same as accumulated vacation days.

An employee who has purchased pre-tax vacation under the VP Plan must use all purchased vacation by the end of the Plan Year. If an employee is not able to use all the purchased hours, Human Resources Department will arrange for a TAXABLE cash reimbursement, known as a VP Plan vacation cash-out.

Vacation leave shall be accrued and credited per pay period, with approximately 1/26th the annual amount to be earned each pay period. Vacation leave shall be accounted for in hours and fractions thereof.

EXAMPLE: An employee with six years seniority shall earn 4.62 hours of vacation per pay period.

B. Anything to the contrary notwithstanding in Article 23, an employee shall not be eligible to take vacation leave during his/her probationary period. Upon completion of said probationary period, an employee shall be credited with earned vacation time.

C. Absence on account of sickness, off-the-job injury, or disability in excess of that hereinafter authorized for such purpose may, at the request of the employee and within the discretion of the employing judge, be charged against vacation leave allowance.

The employing judge shall keep records of vacation leave allowances and shall schedule vacation leaves in accordance with the following:

1. On or before the 1st of February of each year, a seniority list will be posted for the purpose of signing up for vacation time.
2. Failure to sign up for vacation during February will forfeit seniority rights to choice of vacation time.
3. Employees will be encouraged to take vacations throughout the entire calendar year; provided, however, the Employer shall have the right to limit the number of employees on vacation at any one time.

D. Vacations shall not be accumulated from year to year, nor will there be pay for unused time, except for up to one hundred sixty (160) hours may be accumulated and used the next year. There will be no pay for unused accrued vacation time lost as a result of this subsection.

E. Effective in 2021, the term "year", as it pertains to Article 23, shall mean the calendar year beginning January 1st.

F. Upon either death, retirement, or severance of employment, an employee shall be paid for all previously accrued unused vacation credit, including that accrued per month in

the current year to the date of severance of employment. In the event of the employee's death, the beneficiary or estate shall be paid.

G. An employee's request for vacation leave shall be answered within fourteen (14) calendar days.

ARTICLE 24

JURY DUTY

Employees selected for Jury Duty will be excused from their place of work for the period they are to serve on a jury. The Employer shall pay employees called for Jury Duty for all hours they would have been normally scheduled to work at the employee's regular straight time rate, less an amount equal to the payment received for jury service. However, it is the responsibility of the employee to report to his/her work site when not needed for actual Jury Duty.

ARTICLE 25

RETIREMENT PLAN

A. Employees hired prior to January 1, 2011 shall pay by payroll deduction 5% of MERS eligible wages effective the first pay date after January 1, 2011. Members shall be entitled to and receive an annual statement of the pension contributions.

B. Effective January 1, 2000, the Michigan Municipal Employees Retirement System for bargaining Unit Employees shall be revised to include the B-2 Plan to include the E-2 rider.

C. Employees hired on or promoted after 1/1/2011 go to MERS Hybrid Pension plan. The term "promoted" as used in this Section means promoted into this bargaining unit from another Livingston County bargaining unit or non-union group only. Employees hired before 1/1/2011 shall have a one time, irrevocable option of switching to the Hybrid pension plan. The benefit shall be: DB portion - 1.25% multiplier, 6 year vesting, FAC 3. DC portion - Employees contribute 1% = 0% Employer contribution; Employees contribute 2% = 2% Employer contribution; Employees contribute 3% = 3% Employer contribution.

ARTICLE 26
INSURANCE

A. Hospitalization. Effective 1/1/2011 or as soon as is practicable thereafter, all employees go to PPO 4 (80%/20% coverage with \$500/1000 Deductible, annual co-insurance max of \$1,500/3,000, Rx-\$2/25/50, with 2 times mail order on drugs) and contribute by payroll deduction 5% of the carrier's rate for the health care and dental coverage they select (single, double, family). Effective 7/1/2011, all employees contribute by payroll deduction 10% of the carrier's rate for the health care and dental coverage they select. For 2011, any buy-up to a different plan offered through County Choices, employee will contribute by payroll deduction the equivalent to 5% of the monthly premium for the buy-up plan plus additional buy up costs effective 1/1/2011, and 10% of the monthly premium for the buy-up plan plus additional buy up costs effective 7/1/2011. Effective 1/1/2011 there shall be a spousal surcharge of \$10 per pay period for enrolled spouses. Employees hired on or after 1/1/2011 shall contribute 20% toward the cost of the PPO 4.

The County may substitute an alternate medical and hospitalization insurance carrier provided 90% of the doctors in the Community Blue PPO 4 network are in the new network and the benefits are commensurate or better than current benefit levels. At the request of the Union, the Employer will meet with the Union to discuss the alternative carrier. However, if no agreement is reached within thirty (30) days of the notice of carrier change, the Employer may proceed with the substitute if the benefits are commensurate with or better than current benefit levels.

Notwithstanding the above, if the County Board of Commissioners implements, in its discretion and pursuant to 2011 PA 152, either a cap election or employee contributions necessary to meet the requirement that the employer pay no more than 80% of the total annual costs of all of the medical benefit plans election, then the above section shall be superseded and unit employees will be required to make contributions under the election made by the Board of Commissioners. The Employer will give the Union notice of any

change in the election for complying with 2011 PA 152 and will, upon request, bargain regarding mandatory subjects regarding the implementation of such election.

B. Life Insurance. The Employer agrees to provide a life insurance policy on each employee. The coverage shall be as follows: Two times the annual salary to the next thousand dollars. The Employer shall provide a copy of the life insurance policy to every employee upon ratification of this Agreement and to every new employee upon being hired. In addition, a copy of the policy shall be provided to every employee each time the contract with the life insurance carrier is renewed.

C. Dental Insurance. The Employer shall provide employees covered by this Agreement with dental insurance coverage that provides 80% for Class II Services and an annual maximum of \$1,200. NOTE: Dental insurance increases to become effective as soon as possible after signing of CBA.

D. Retiree Health Insurance. Employees who retire from Livingston County employment and are immediately eligible for benefits will be allowed to continue their health and hospitalization under the group plan at the retiree's expense.

E. Flexible Benefit Plan. Effective July 1, 1992, the employees may participate in the county of Livingston Flexible Benefit Plan, under the terms and conditions set forth in that Plan by the County and the applicable local, state, and federal guidelines. Employees shall have the option to buy-up or buy-down to any health insurance plan available under the Agreement. The County wishes to eliminate the PPO 1 benefit for lack of participation. As such, the parties agree that in the fall of 2019 plan year, the employees will have their last opportunity to enter the PPO 1 Plan. If an employee elects to sign up for the PPO 1 Plan, they may do so. If they opt out of the PPO 1 Plan, they may not enter the plan at a future date and time. Those remaining in the plan as well as employees transferring into the Court bargaining unit who are enrolled in PPO 1, shall remain so long as the plan is offered by the insurance carrier and until such time as the employee chooses to opt out of PPO 1 in favor of another option.

F. Hospitalization and Prescription Drug Coverage Opt-out.

1. Effective 1/1/2011, employees who choose not to enroll in hospitalization and prescription drug coverage shall receive an annual \$1,800 "opt-out." This opt-out shall be payable in equal installments over twenty-six (26) pay periods to those who provide proof of insurance coverage from some other qualified group health plan, who remain dis-enrolled, and who sign a waiver attesting to their intention not to receive insurance coverage under the County-sponsored group plan. An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications County form required for by the County and under the Affordable Care Act for eligibility for such payments. It is agreed by the Parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine. Employees with a County employed spouse may receive either insurance coverage from the County or the opt-out amount, not both.
2. If a "qualifying event" occurs in which an employee does not have coverage, the employee shall be allowed to immediately enroll in coverage offered by the County.

G. Retiree Health Savings Program. Effective January 1, 2009, employees may participate in the County of Livingston Retiree Health Savings Program which may be amended from time to time, and except as provided in this Agreement. An employee may participate through voluntary payment made to the employee's 457 plan or such other plan which might be established by the Employer for purposes of this program.

The Retiree Health Savings Program is eliminated for employees hired on or after January 1, 2011.

The employer contribution match of employee contributions shall be subject to the following maximum limitations in each calendar year of participation:

First five (5) years of service with the Employer - Up to \$350 per year (a pro-rated amount contributed quarterly).

Beginning with the sixth (6th) year of service with the Employer until termination of participation - Up to \$1,000 per year (a pro-rated amount contributed quarterly).

The employer contribution amounts will be adjusted annually consistent with the Court bargaining unit salary schedule adjustment, beginning in 2010.

H. Wellness Program. Beginning in 2017, members of the bargaining unit shall be allowed to participate in the Livingston County Wellness Program and shall be eligible for the \$100 per year assessment and \$500 per year reimbursement.

ARTICLE 27

PAID HOLIDAYS

A. The following holidays shall be considered as paid holidays:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Washington's Birthday/President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Friday after Thanksgiving Day
11. Christmas Eve Day
12. Christmas Day
13. New Year's Eve Day

When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on Saturday, the preceding Friday shall be a holiday. When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on Sunday, the following Monday shall be a holiday. When Christmas Eve or New Year's Eve falls on Friday, the preceding Thursday shall be a holiday. When Christmas Eve or New Year's Eve falls on Saturday or Sunday, the preceding Friday shall be a holiday.

B. An employee shall be eligible for holiday pay if he/she meets the following conditions:

1. He/she is a permanent full-time employee of the court.
2. He/she works his/her full scheduled workday immediately preceding and his/her full scheduled workday immediately following the holiday, unless excused by the employing judge or his or her designee.

C. In the event a paid holiday occurs during the regularly assigned vacation period of any employee eligible to receive such holiday pay, said employee will receive one (1) additional day of vacation, provided such employee is otherwise eligible for said holiday pay.

D. If an eligible employee is scheduled to work any holiday, but fails to report and perform his/her scheduled and assigned work, he/she shall become ineligible to be paid for the unworked holiday.

ARTICLE 28

WORKERS' COMPENSATION

The Employer shall provide Workers' Compensation protection for all employees.

ARTICLE 29

EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

Nothing in this section shall be construed to prohibit the Employer and the Union from entering into written letters of understanding during the life of this Agreement.

ARTICLE 30

NO STRIKES - NO LOCKOUTS

The parties hereto mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The Union agrees that there shall be no interruption of these services by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment or picket on the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of or to the Employer. The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE 31

EXPENSES

A. The Employer agrees to reimburse employees for mileage accumulated on authorized court business at the rate paid by the County. No mileage reimbursement shall be paid for travel to and from the employee's home to their assigned work site, unless the employee is required to report to a work site outside of the County of Livingston. However, employees will be eligible for mileage for travel between work sites when they are assigned to work at more than one (1) work site in a day.

B. Reasonable and necessary meals and lodging which are authorized by the Employer while employees are on County business outside of the County shall be reimbursed. Employees may be required to fill out forms and provide receipts for all meals and lodging.

ARTICLE 32
WAGES

A. Original appointments to any position will normally be made at the start rate of the classification. However, upon the recommendation of the hiring supervisor, the applicable presiding judge may approve compensation up through the one (1) year rate on the wage schedule for the classification upon a new employee's appointment and up to the three (3) year rate upon approval of the Board of Commissioners. Any such appointment beyond normal start step level shall be based on the need of the court and the outstanding character of the individual employee's experience and ability over and above desired minimum qualifications specified for the position as determined by the Employer.

B. When an employee is promoted or reclassified he/she shall be placed on the step of the new pay grade that provides for a minimum five (5%) pay increase. A promoted/reclassified employee shall then advance in steps in accordance with this new anniversary date.

C. Effective January 1, 2020-1½% wage increase
Effective January 1, 2021-1½% wage increase
Effective January 1, 2022-2% wage increase

ARTICLE 33
TUITION REIMBURSEMENT

Any regular full time employee covered by this contract is eligible for financial assistance for tuition cost for college or university courses taken in a technical, undergraduate, or graduate program after one (1) complete year of full time County employment. The Employer shall reimburse fifty percent (50%) of tuition cost of up to a maximum of \$1,000.00 per year if:

1. Recommended by the employee's supervisor and approved by the Chief Judge of the applicable Court prior to enrollment in the course; and,
2. The course taken meets one (1) of the following criteria:

- (a) it is directly job related, as determined by the Chief Judge;
 - (b) it is in preparation of a job related promotion;
 - (c) it is required or is elective subject mandatory to obtain a diploma, certificate, or undergraduate degree in preparation for advancement to a higher classification in employment with the Court.
3. Under special circumstances a supervisor may authorize an employee to attend classes during normal working hours. HOWEVER, IT IS THE RESPONSIBILITY OF THE INDIVIDUAL EMPLOYEE TO ENSURE THE INDIVIDUAL MAKES UP ALL LOST WORK TIME.
 4. Prior to being reimbursed for tuition expenses, the employee must present to the Employer a receipt for payment and proof of a grade of C (or its equivalent) or higher.
 5. Employees eligible for education compensation under the veterans G.I. Bill or other government sponsored programs will have to exhaust their other benefits prior to being eligible for Employer education benefits.
 6. Reimbursement includes tuition only and does not include registration, books, lab fees, etc.
 7. Reimbursement is subject to and conditioned upon money being appropriated in the Employer's budget for this specific purpose and employees must apply for the tuition reimbursement by August prior to the calendar year for which the funds are requested so the applicable court can seek funding for the request through the annual budget process.
 8. Tuition reimbursement is subject to all IRS required tax withholdings.
 9. Repayment to the Employer in one lump sum will be required by an employee who voluntarily resigns or is discharged from employment within three (3) years following completion of coursework. In the event the employee does not continue employment for the prescribed period, the employee will be required to reimburse the Employer on a prorated basis for tuition reimbursement received as follows:
 - Return 100% of tuition reimbursement if resign within 1 year
 - Return 67% of tuition reimbursement if resign within 2 years
 - Return 33% of tuition reimbursement if resign within 3 years

ARTICLE 34
GENERAL

A. The Employer shall allow the proper accredited representative of the local Union access to the Employer's premises, at any reasonable time consistent with the Employer's functions, for the purpose of policing the terms and conditions of this Agreement.

B. The Union shall have the right, upon reasonable notice, to examine records at the Employer's office pertaining to the computation of compensation of any employee whose pay is in dispute, or any other records of the Employer pertaining to a specific Grievance under this contract, at the Employer's premises, unless prohibited by law.

C. It is the policy of the Employer to provide equal employment opportunities to qualified persons without regard to race, creed, religion, national origin, or sex, as required by law.

Discrimination on the part of any court employee will not be tolerated in dealing with the public and all persons dealing with the County will receive equal treatment.

D. The use of the male pronoun in this Agreement shall refer to both male and female employees where applicable.

E. Definitions.

1. In the case of the Livingston County Circuit Court, the term "court" as used in this Agreement shall include the Friend of the Court office, Central Services, Circuit Court, District Court, Juvenile Court, and Probate Court.
2. For the purposes of this Agreement, the term "unit" means that the Friend of the Court, Circuit Court, Probate Court, Juvenile Court, Central Services, and the District Court, respectively, shall be treated separately.
3. The term "Employer" shall refer to the Chief Judge, and as to Judicial Secretaries, the term "Employer" shall refer to each employing judge in each respective court.

ARTICLE 35
SEPARABILITY AND SAVINGS CLAUSE

If any section of this contract, or any riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 36
WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 37
BARGAINING COMMITTEE

A. The Bargaining Committee will include not more than four (4) employees one from Friend of the Court; one from Central Services, Circuit, Probate, and Juvenile Courts; and one from District Court, and the Local President; and, in addition thereto, may include not more than three (3) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

B. Employee members of the Bargaining Committee will be paid for all the time spent in negotiations and in preparation time for negotiations not to exceed three (3) hours per bargaining committee member in the event they are scheduled to work during a bargaining meeting. Said time shall be only for straight time hours they would otherwise have worked on their regularly scheduled shift. Employees shall return to their work station after negotiations have terminated, provided that there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift. Time spent in caucus with the staff representative of the Union before, after, or between bargaining sessions on the same day as the bargaining sessions shall be considered as part of the negotiation process.

C. No pay shall be received for time spent in accordance with this section if the employee is not scheduled to work.

ARTICLE 38 **LONGEVITY**

A. All regular employees having completed five (5) years, or more, of continuous regular employment in the bargaining unit prior to December 1, shall be eligible to receive a longevity bonus for service with the Employer in the bargaining unit. Payment to employees who become eligible to receive a longevity bonus shall be paid no later than the first pay of December.

B. Employees who retire before December 1, shall be paid a prorated bonus when they retire, based on the number of calendar months of employment of active employment credited to them from the preceding December 1 to the date of cessation of their active employment. Employees whose employment terminates for other reasons prior to December 1, shall not be eligible to receive a longevity bonus.

C. 1. The longevity bonus payment schedule shall be as follows:

Continuous Bargaining Unit Service

5 years or more, but less than 11 years	1% of current base salary
11 years or more, but less than 16 years	2% of current base salary
16 years or more	3% of current base salary

2. No longevity payment as above scheduled shall be made for that portion of an employee's base salary which is in excess of twenty-five thousand dollars (\$25,000.00). Effective January 1, 2021 the longevity cap shall increase to forty-seven thousand dollars (\$47,000.00).

ARTICLE 39 **SUBSTANCE ABUSE POLICY**

It is the intent of Livingston County Courts to provide a drug-free, safe and secure work environment for employees. To ensure a safe and efficient work place, Livingston County Courts will strictly enforce the following rules:

1. No employee shall possess, distribute, use or be impaired by alcohol, marijuana, or illegal prohibited drugs on Livingston County property, while on Livingston County Courts business, or during working hours, including rest and meal periods. "Illegal prohibited drugs" are those substances that are illegal to sell or possess.
2. Where management can demonstrate reasonable suspicion that an employee may be under the influence of drugs, including marijuana, or alcohol, Livingston County Courts, at its discretion, may require the employee to submit to breath, urine or blood testing, at Livingston County Court's expense, to determine the presence of drugs or alcohol. Refusal to submit to such testing may result in immediate dismissal.
3. Employees subject to the Drug-Free Work Place Act who are convicted of any criminal drug violation occurring in the workplace must report such conviction to their supervisor within five (5) days of the conviction.

Livingston County Courts sincerely desire to help employees who have alcohol or drug-related problems. It is the employee's responsibility to seek assistance.

Request for such a leave of assistance will be considered confidential. However, seeking assistance after disciplinary action has begun or is imminent will not preclude disciplinary action.

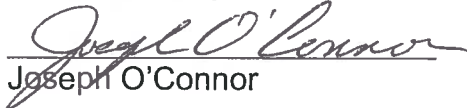
Employees with drug or alcohol problems which have not resulted in, or are not the immediate subject of, disciplinary action may request approval to take unpaid leave to participate in an approved rehabilitation or treatment program. Requests for such a leave of absence will be considered confidential. The cost of participating in the program may be covered by the health insurance provided by the Courts, as outlined In your summary plan description (SPD). The Courts will require the employee to demonstrate satisfactory completion of the program before he or she returns to work.

ARTICLE 40
EFFECTIVE DATE AND TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect from the 1st day of January, 2020, where applicable, to and including the 31st day of December, 2022. No sooner than one hundred fifty (150) days and no later than ninety (90) days prior to the expiration of this contract, either party may serve notice upon the other that it desires to negotiate for a new collective bargaining contract. Under such circumstances, the parties shall thereafter meet at a mutually convenient time to commence negotiations for a new Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**Michigan Association of
Public Employees:**


Joseph O'Connor

1-28-2020
Date


Union President

1-28-2020
Date


Union Bargaining Team

1-28-2020
Date

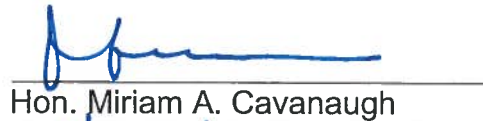

Union Bargaining Team

01/28/2020
Date

Livingston County Courts:

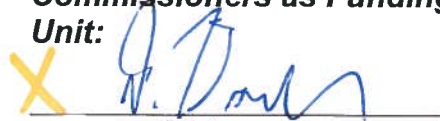

Hon. Michael P. Hatty

Jan 30, 2020
Date


Hon. Miriam A. Cavanaugh

1/30/2020
Date

**Livingston County Board of
Commissioners as Funding
Unit:**



DONALD S. PARKER - CHAIRMAN
LIVINGSTON COUNTY
BOARD OF COMMISSIONERS

Court Bargaining Unit 2020 Wages
(Effective January 1, 2020, 1½% Increase)

Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Court Clerk	3	\$33,282.82	\$34,364.98	\$35,446.05	\$36,528.00	\$37,609.93	\$38,691.02	\$39,772.95
Deputy District Court Clerk								
Friend of the Court Clerk								
Account Clerk Central Services	4	\$35,779.35	\$36,942.09	\$38,104.84	\$39,267.59	\$40,430.33	\$41,593.10	\$42,755.84
Account Clerk District Court								
Deputy District Court Clerk/Office Technician								
Deputy District Court Clerk/Probation Secretary								
Deputy Probate Register								
Friend of the Court Lead Clerk								
Lead Deputy Court Clerk-District Court								
Secretary Circuit Court								
Court Recorder	5	\$38,462.00	\$39,712.82	\$40,962.57	\$42,212.32	\$43,463.13	\$44,712.67	\$45,962.42
Deputy Juvenile Register/Court Recorder								
Division Leader-District Court								
Secretary-Friend of the Court								
Caseworker-Friend of the Court	6	\$41,346.81	\$42,690.58	\$44,034.59	\$45,378.58	\$46,722.37	\$48,066.57	\$49,410.36
Chief Account Clerk-District Court								
Chief Account Clerk-Friend of the Court								
Circuit Court Administrative Secretary-Court Recorder								
Judicial Secretary-Assignment Clerk								
Referee Coordinator-Friend of the Court								
Child Support Specialist	7	\$44,447.82	\$45,893.11	\$47,337.54	\$48,781.96	\$50,226.18	\$51,670.61	\$53,116.11
Court Administrative Coordinator								
Judicial Secretary to the Chief Judge-Scheduling Clerk								
Lead Enforcement Caseworker-Friend of the Court								
Investigator-Friend of the Court	8	\$48,892.63	\$50,482.06	\$52,071.49	\$53,659.84	\$55,249.06	\$56,838.27	\$58,426.63
Juvenile Diversion Coordinator								
Office Coordinator-Friend of the Court								
Probation Officer-District Court								
Probation Officer-Juvenile Court								
Support Enforcement Officer								
Juvenile Probation Officer/	9	\$55,004.69	\$56,792.85	\$58,579.94	\$60,368.10	\$62,155.19	\$63,943.34	\$65,730.43
Adoption Caseworker								
Lead Investigator-Friend of the Court								
Lead Probation Officer-District Court								
Senior Probation Officer-Juvenile Court								
Chief Probation Officer-Dist. Court	10	\$61,880.76	\$63,891.53	\$65,902.30	\$67,913.92	\$69,924.90	\$71,935.46	\$73,947.51
Intake Hearing Officer/Referee								

Court Bargaining Unit 2021 Wages
(Effective January 1, 202, 1½% Increase)

Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Court Clerk	3	\$33,782.07	\$34,880.45	\$35,977.74	\$37,075.92	\$38,174.08	\$39,271.38	\$40,369.54
Deputy District Court Clerk								
Friend of the Court Clerk								
Account Clerk Central Services	4	\$36,316.04	\$37,496.22	\$38,676.42	\$39,856.60	\$41,036.79	\$42,216.99	\$43,397.18
Account Clerk District Court								
Deputy District Court Clerk/Office Technician								
Deputy District Court Clerk/Probation Secretary								
Deputy Probate Register								
Friend of the Court Lead Clerk								
Lead Deputy Court Clerk-District Court								
Secretary Circuit Court								
Court Recorder	5	\$39,038.93	\$40,308.51	\$41,577.01	\$42,845.50	\$44,115.08	\$45,383.36	\$46,651.85
Deputy Juvenile Register/Court Recorder								
Division Leader-District Court								
Secretary-Friend of the Court								
Caseworker-Friend of the Court	6	\$41,967.01	\$43,330.94	\$44,695.10	\$46,059.26	\$47,423.20	\$48,787.57	\$50,151.52
Chief Account Clerk-District Court								
Chief Account Clerk-Friend of the Court								
Circuit Court Administrative Secretary-Court Recorder								
Judicial Secretary-Assignment Clerk								
Referee Coordinator-Friend of the Court								
Child Support Specialist	7	\$45,114.54	\$46,581.51	\$48,047.60	\$49,513.69	\$50,979.57	\$52,445.67	\$53,912.85
Court Administrative Coordinator								
Judicial Secretary to the Chief Judge-Scheduling Clerk								
Lead Enforcement Caseworker-Friend of the Court								
Investigator-Friend of the Court	8	\$49,626.02	\$51,239.29	\$52,852.56	\$54,464.74	\$56,077.79	\$57,690.85	\$59,303.03
Juvenile Diversion Coordinator								
Office Coordinator-Friend of the Court								
Probation Officer-District Court								
Probation Officer-Juvenile Court								
Support Enforcement Officer								
Juvenile Probation Officer/	9	\$55,829.76	\$57,644.74	\$59,458.64	\$61,273.62	\$63,087.52	\$64,902.49	\$66,716.39
Adoption Caseworker								
Lead Investigator-Friend of the Court								
Lead Probation Officer-District Court								
Senior Probation Officer-Juvenile Court								
Chief Probation Officer-Dist. Court	10	\$62,808.97	\$64,849.90	\$66,890.84	\$68,932.63	\$70,973.77	\$73,014.50	\$75,056.72
Intake Hearing Officer/Referee								

“Me Too” clause for the second and third years (2021 and 2022) of the CBA as to non-union wage increases ONLY. If non-union employees receive a percentage wage higher than the Court bargaining unit receives, members shall receive the same increase. Similarly, if any non-union employee receives any off-schedule payment in lieu of wages, members shall receive the same payment.

Court Bargaining Unit 2022 Wages
(Effective January 1, 2022, 2% Increase)

Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Court Clerk	3	\$34,457.71	\$35,578.06	\$36,697.30	\$37,817.44	\$38,937.56	\$40,056.81	\$41,176.93
Deputy District Court Clerk								
Friend of the Court Clerk								
Account Clerk Central Services	4	\$37,042.36	\$38,246.15	\$39,449.94	\$40,653.73	\$41,857.52	\$43,061.33	\$44,265.12
Account Clerk District Court								
Deputy District Court Clerk/Office Technician								
Deputy District Court Clerk/Probation Secretary								
Deputy Probate Register								
Friend of the Court Lead Clerk								
Lead Deputy Court Clerk-District Court								
Secretary Circuit Court								
Court Recorder	5	\$39,819.71	\$41,114.68	\$42,408.55	\$43,702.41	\$44,997.38	\$46,291.02	\$47,584.89
Deputy Juvenile Register/Court Recorder								
Division Leader-District Court								
Secretary-Friend of the Court								
Caseworker-Friend of the Court	6	\$42,806.35	\$44,197.56	\$45,589.01	\$46,980.44	\$48,371.67	\$49,763.32	\$51,154.55
Chief Account Clerk-District Court								
Chief Account Clerk-Friend of the Court								
Circuit Court Administrative Secretary-Court Recorder								
Judicial Secretary-Assignment Clerk								
Referee Coordinator-Friend of the Court								
Child Support Specialist	7	\$46,016.83	\$47,513.14	\$49,008.55	\$50,503.97	\$51,999.16	\$53,494.59	\$54,991.10
Court Administrative Coordinator								
Judicial Secretary to the Chief Judge-Scheduling Clerk								
Lead Enforcement Caseworker-Friend of the Court								
Investigator-Friend of the Court	8	\$50,618.54	\$52,264.07	\$53,909.61	\$55,554.03	\$57,199.35	\$58,844.66	\$60,489.09
Juvenile Diversion Coordinator								
Office Coordinator-Friend of the Court								
Probation Officer-District Court								
Probation Officer-Juvenile Court								
Support Enforcement Officer								
Juvenile Probation Officer/ Adoption Caseworker	9	\$56,946.35	\$58,797.64	\$60,647.81	\$62,499.09	\$64,349.27	\$66,200.54	\$68,050.72
Lead Investigator-Friend of the Court								
Lead Probation Officer-District Court								
Senior Probation Officer-Juvenile Court								
Chief Probation Officer-Dist. Court	10	\$64,065.15	\$66,146.90	\$68,228.65	\$70,311.28	\$72,393.25	\$74,474.78	\$76,557.86
Intake Hearing Officer/Referee								

“Me Too” clause for the second and third years (2021 and 2022) of the CBA as to non-union wage increases ONLY. If non-union employees receive a percentage wage higher than the Court bargaining unit receives, members shall receive the same increase. Similarly, if any non-union employee receives any off-schedule payment in lieu of wages, members shall receive the same payment.

Exhibit 9



COMPENSATION AND CLASSIFICATION STUDY

LIVINGSTON COUNTY COURT

FINAL REPORT
SEPTEMBER 22, 2023



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CHAPTER 1. INTRODUCTION

I.I BACKGROUND

Livingston County Courts contracted with MGT Consulting Group (MGT) to conduct a Classification and Compensation Study of the 39 classes and approximately 71 positions in the County's Courts that are represented by Michigan Association of Public Employees/MAPE. The overall objective of the study was to strengthen Livingston's compensation system to ensure that the system is accurate, equitable, and market competitive so the County continues to be positioned to attract and retain highly qualified employees. The recommendations provided in this report will assist Livingston County Courts with maintaining a competitive compensation system that will support the County in its goal to compensate its employees fairly and at market competitive rates to recruit and retain the best possible talent.

To accomplish the County's project goals, MGT's study included:

- A review of the Courts' current salary schedule for the MAPE-represented employees, related policies, and job descriptions.
- ♦ A review of the data gathered through MGT's Management Issues Paper (MIP) survey from supervisors to identify concerns about job titles, pay, position levels, the accuracy of job descriptions, recruitment, retainment, and career pathways.
- ♦ A review of the data gathered through MGT's Job Content Questionnaire (JCQ) to confirm each job's essential duties and responsibilities, minimum education and experience requirements, internal and external relationships, physical requirements, and working conditions.
- ♦ An evaluation of each job classification to ensure accurate and industry-standard classifications and titles, FLSA compliance, and appropriate market benchmarking.
- ♦ A review and comparison of pay data from comparable organizations (as approved by the Courts).
- ♦ The development of an updated classification and salary plan based upon relevant market comparisons, and the assignment of positions to appropriate placement within the system.
- ♦ A summary of cost estimates, policies, and strategies to implement the proposed compensation structure.

We appreciate the cooperation of the Courts' Project Officer, the team of court administrators, and all employees and supervisors who assisted in the development of job information for this study.

I.2 OVERVIEW OF REMAINING CHAPTERS

This report contains four chapters, including this introduction. The remaining chapters include:

- **Chapter 2.0 – Approach and Methodology.** This chapter presents a summary of MGT’s methodology for collecting data from employees and for conducting a market analysis for all included classifications. A description of each component is provided.
- **Chapter 3.0 – Results and Reports.** This chapter provides information on the proposed compensation plan and a summary of the total cost to implement the model.
- **Chapter 4.0 – Administration and Maintenance Practices.** This chapter presents best practice guidelines for administering and maintaining compensation systems to support future pay plan management decisions.

Additional information related to this study may be found in the appendices of this report.

CHAPTER 2. APPROACH & METHODOLOGY

2.1 PROJECT ACTIVITIES

MGT prepared the below methodological approach to address the specific issues, concerns, and objectives of Livingston County Courts. Although generally accepted procedures, methodologies, and formats were used to conduct the study and prepare deliverables, the content of all final products was specifically tailored to the circumstances and requirements of Livingston County Courts. The approach used for this engagement consisted of the following primary project activities:

- **TASK 1: CONDUCT INITIAL MEETING AND FINALIZE PROJECT WORK PLAN**
The objective of this task was to review the technical approach and strategies to be employed, to establish a mutually agreed upon project work plan, schedule, and team responsibilities, and to begin internal data collection.
- **TASK 2: DEVELOP AND IMPLEMENT A COMMUNICATIONS STRATEGY; HOLD ORIENTATION SESSION(S)**
The objective of this task was to understand each team member's roles and responsibilities and to define the project teams' communication lines and schedules. Additionally, the MGT project team developed communication materials and conducted orientation presentations as required.
- **TASK 3: REVIEW EXISTING CLASSIFICATION AND COMPENSATION SYSTEM**
The objective of this task was to work with the Livingston Project Officer and court administrators to review existing compensation documentation. MGT also analyzed job descriptions, existing career ladders, and policies, and noted potential issues to be resolved.
- **TASK 4: GATHER AND EVALUATE CURRENT ORGANIZATIONAL AND EMPLOYEE JOB DATA**
The objective of this task was to gather and evaluate employee job data by administering the MGT Management Issues Paper (MIP) survey to offer supervisors the opportunity to identify compensation and classification concerns relating to their own areas of responsibility. This task also included administering MGT's Job Content Questionnaire (JCQ) to collect job data for analysis. This task included the review of collected data to prepare for benchmarking and developing recommendations.
- **TASK 5: IDENTIFY RELEVANT RECRUITMENT MARKET(S)**
The objective of this task was to identify market data sources and to verify the appropriate recruitment markets and competitor/comparable organizations for benchmarking and comparisons.
- **TASK 6: CONDUCT MARKET-BASED SALARY SURVEY AND BENCHMARK POSITIONS**
The objective of this task was to benchmark positions from the selected market data sources. The MGT team also conducted a Custom Market Salary for assessing pay.

➤ **TASK 7: REVISE AND PREPARE JOB DESCRIPTIONS, AS NEEDED**

The purpose of this task was to review job description information and job data collected through MGT's Job Content Questionnaire (JCQ) from employees to review and ensure positions are accurately classified and to update job descriptions as needed.

➤ **TASK 8: DEVELOP COMPENSATION AND CLASSIFICATION SYSTEM; PRESENT REPORT**

The objective of this task was to provide Livingston County Courts with a competitive classification and compensation system and provide guidance relative to policies and procedures for the maintenance and administration of the updated system. MGT provided Livingston with a study report, detailing methodology, market sources, recommendations, cost estimates and implementation strategies, and best practices for ongoing maintenance and administration.

➤ **TASK 9: DEVELOP IMPLEMENTATION STRATEGIES**

The objective of this task was to provide guidance and cost projections relative to the pay system recommendations and compensation policy for implementation and with phase-in options.

➤ **TASK 10: PROVIDE ONGOING ASSISTANCE**

The objective of this task is to provide consultation on the implementation and maintenance of the proposed system for 12 months following the completion of the study.

The remaining sections of this chapter provide an overview of MGT's key project activities.

2.2 PROJECT INITIATION

Upon agreement to proceed, MGT's Project Team held a kick-off call with the Livingston Project Officer and study team to discuss the study's objectives, timeline, and strengths and weaknesses of the current system. Discussions also focused on Livingston's needs regarding the systems to be developed.



During the kick-off meeting, MGT shared a Data Request Checklist with Livingston and requested that Livingston provide a database of employee names, position titles, class dates, current salaries, and other pertinent information for analysis. This information served as a directory of the positions to be analyzed. Livingston also provided MGT with copies of job descriptions, and other related policies and data.

MGT provided Livingston with communications materials, including a Study Announcement template and Study FAQs document, to inform employees about the study. MGT maintained frequent contact with the Livingston Project Officer throughout the course of the study to ensure that the components of the classification and compensation system met the Courts' needs and goals for compensation.

2.3 MARKET DATA SOURCES

One of the key components of a salary study is the market review. Relevant recruitment markets were identified in collaboration with the Livingston Project Officers and used for benchmarking classifications. The market data sources analyzed in this study are shown in **Exhibit 2-1**.

EXHIBIT 2-1: MARKET DATA SALARY SOURCES AND RECRUITMENT AREAS

	<p>Salary.com CompAnalyst Online Database, May 2023</p> <p>The following recruitment areas were reviewed for benchmarking classifications:</p> <ul style="list-style-type: none"> • Michigan, Statewide • Lansing, Michigan • Ann Arbor, Michigan <p>Within these recruitment markets, the following industry scopes were used during the analysis:</p> <ul style="list-style-type: none"> • Government - All FTEs • All Industries - All FTEs • Government - \$20-\$50M Revenues • All Industries - \$20-\$50M Revenues <p>Annual average salaries were referenced for the market review.</p>
	<p>MGT Consulting Group Custom Market Salary, June 2023</p> <p>Livingston County identified peer/competitor organizations for MGT to survey for compensation information through MGT's Custom Market Survey. An overview of this process is provided in Section 2.4. A copy of the Custom Market Survey findings is provided in Appendix I, and a copy of the Custom Market Survey Results is provided in Appendix B.</p>

Sources: Salary.com CompAnalyst database, 2023; MGT Consulting Group Custom Market Survey, 2023.

2.4 DATA COLLECTION

MANAGEMENT ISSUES PAPER (MIP)

The court administrators for Livingston County were invited to participate in an online survey, the Management Issues Paper (MIP), to collect information about specific concerns related to the Courts' current classification and compensation system (see survey sample at **Appendix A**). Survey participants identified concerns or issues with specific positions, including issues of recruitment, retention, salary grade/range, career advancement, and position title. The MIP survey was distributed via email; a total of 23 MIP response submissions were received by MGT. The results from the MIP survey were provided to the Courts' Project Officer in a supplemental report.

JOB CONTENT QUESTIONNAIRE (JCQ)

MGT used a survey instrument called a Job Content Questionnaire (JCQ) (see sample at **Appendix B**) to collect data on job positions for analysis. All employees with positions included in the study were provided the opportunity to complete a JCQ.

The data from the JCQ was used to determine the primary duties of each position, the required minimum education, experience, skills, and training for each position, and to compare jobs to the identified comparable markets. The JCQ collected job data on various factors, including:

- Essential job duties
- Knowledge, skills, and abilities
- Function within the organization
- Education required
- Experience required
- Work performed
- Responsibility and leadership
- Decision-making
- Financial authority
- Physical and dexterity requirements
- Environmental hazards and working conditions
- Sensory requirements

The JCQ was distributed to employees via e-mail in May 2023.

CUSTOM MARKET SURVEY

Livingston identified peer/competitor organizations that were surveyed for comparisons relative to their pay plans.

Counties:

Allegan County, MI
Berrien County, MI
Ingham County, MI
Jackson County, MI
Kalamazoo County, MI
Monroe County, MI
Muskegon County, MI
Ottawa County, MI
Saginaw County, MI
St. Clair County, MI
Washtenaw County, MI

Other Organizations:

Livingston Educational Service Agency (ESA)

State Court Administrative Office
University of Michigan, Ann Arbor
Michigan Department of Health and Human Services.

The survey sought salary data available online from comparison organizations about their minimum, midpoint, maximum and average salaries associated with the following positions on the current salary schedule:

1. Account Clerk Central Services
2. Account Clerk – District Court
3. Caseworker – Friend of the Court
4. Chief Account Clerk – District Court
5. Chief Account Clerk – Friend of the Court
6. Chief Probation Officer – District Court
7. Child Support Specialist
8. Circuit Court Administrative Secretary/Court Recorder
9. Court Administrative Coordinator
10. Court Clerk
11. Court Recorder
12. Deputy District Court Clerk/Office Technician
13. Deputy District Court Clerk/Probation Secretary
14. Deputy District Court Clerk
15. Deputy Juvenile Register/Court Recorder
16. Deputy Probate Register
17. District Court Coordinator
18. District Court Lead Deputy Clerk
19. Division Leader – District Court
20. Friend of the Court Clerk
21. Friend of the Court Lead Clerk
22. Investigator – Friend of the Court
23. Judicial Secretary/Assignment Clerk
24. Judicial Secretary to Chief Judge/Scheduling Clerk
25. Juvenile Probation Officer – Adoption Caseworker
26. Lead Enforcement Caseworker
27. Lead Investigator – Friend of the Court
28. Lead Probation Officer – District Court
29. Office Coordinator – Friend of the Court
30. Probation Officer – District Court
31. Probation Officer – Juvenile Court
32. Referee Coordinator – Friend of the Court
33. Reimbursements and Collections Clerk – Juvenile Court
34. Secretary – Circuit Court
35. Secretary – Friend of the Court
36. Senior Probation Intake Officer – Juvenile Court

- 37. Support Enforcement Officer
- 38. Trial Court Administrative Support / Court Recorder

A copy of the Custom Market Survey results is provided in **Appendix I**.

2.5 POSITION REVIEW AND PLAN DEVELOPMENT

MGT conducted an extensive review of the Courts' positions relative to their job duties, qualifications, and responsibilities to determine any recommended position title updates or reclassifications. MGT also reviewed job descriptions/data and responses from the Management Issues Paper (MIP) survey to conduct the job review and to identify the appropriate recruitment markets and benchmark comparisons for determining any needed market adjustments and job updates.

MGT did observe job classification data that needed to be addressed with development of new job classes to meet needs for the Courts.

- a. One "Deputy Court Clerk" CT3 is being recommended for reclassification to a "District Court Senior Deputy Clerk" CT4 (new job classification).
- b. A "Court Clerk" CT3 was found to be performing duties better classified as "Court Clerk/Recorder Assistant" CT4 (new job classification).
- c. Two of the full-time "Judicial Secretary Assignment Clerks" have half their time serving as court recorders, so a title change has been recommended for those two positions: "Judicial Secretary/Court Recorder - District Court."
- d. Three job classifications that have remained vacant and that the Courts do not intend to restaff are "Deputy District Court Clerk/Office Technician," "Deputy District Court Clerk/Probation Secretary," and "Lead Deputy Court Clerk - District Court." MGT recommends that these positions be removed from the classification plan and the salary schedules. This recommendation is reflected in **Appendix F** and **Appendix G**.
- e. Prior to this study, one position had been reclassified from "Deputy District Court Clerk/Probation Secretary" CT4 to "District Court Probation Coordinator" CT4 which was not reflected in the Grade Order list effective 01/01/2023. That omission has been corrected in **Appendix F** and **Appendix G**.

Exhibit 2-2 provides an overview of MGT's process for assessing the County's positions, assessing market competitiveness, and developing pay plan recommendations.

EXHIBIT 2-2: OVERVIEW OF REVIEW PROCESSES



Source: MGT Consulting Group, 2022.

Generally, market benchmarks in classification and compensation studies reflect the overall market annual average salary of incumbents in a classification. Dependent on market data availability, other market salaries may also be referenced, including the market range minimum, midpoint, and maximum salary rates. It should be noted that in any market comparison there are no mirror images for an organization, and position matches involve judgment in making comparisons. Through a detailed compilation and comprehensive review of the determined competitive markets, one can establish a general guide to assess market conditions. In reviewing the County's positions, a considerable amount of data was generated to select appropriate competitive markets and position benchmarks to conduct comparisons.

A copy of Livingston's pre-study pay plan and grade order are provided in **Appendix C** for reference. Livingston's pre-study pay plan was assessed for market competitiveness by using the benchmarks' market salaries to determine if the pay plan's structure was adequate to accommodate adjusting to market rates and allowing room for growth, or if a new system would need to be developed. Of particular concern has been the difficulty in recruiting and retaining qualified staff for the grade 3 clerk positions and how to best resolve the non-competitive pay rates of these three job classifications. As a result of this assessment, MGT developed an updated pay plan for the Courts both to better align the schedule as a whole with external pay data and to adjust specific job classifications appropriately to their respective markets and strengthen the County's market competitiveness (see Exhibit 3.1 below and **Appendix D** for the proposed pay plan). Positions were assigned to pay grades per their market benchmarks and were reviewed and adjusted relative to recruiting needs, job family hierarchies, and supervisory lines, as necessary.

CHAPTER 3. RESULTS AND REPORTS

3.1 PROPOSED PLAN AND IMPLEMENTATION

MGT maintained a single pay plan for the Courts' MAPE-represented job classifications. The schedule consists of 8 grades (numbered 3 through 10, reserving unused grade numbers 1 and 2 for any future schedule redesign) with each grade having seven steps. The plan has included a 10.51% increase at grade 3 to assist with the recruitment and retention of the clerk classifications by alignment of grade CT3 to match the rates of grade 3 of the County's schedule for non-represented job classification. Grade CT4 is set at 8% above current CT4 rates and grade CT5 at 6% above current grade rates to minimize compression at the first steps of the schedule. Grades CT6 and CT7 increase by 5% each, grade 8 increases by 4%, and grades 9 and 10 increase by 3% each to better align overall with market data.

EXHIBIT 3-1: PROPOSED PAY PLAN

Annual Rates (Does not include negotiated 2% COLA effective 1/1/2024)							
Grades	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CT3	\$40,289.60	\$41,496.00	\$42,744.00	\$44,012.80	\$45,344.00	\$46,696.00	\$48,089.60
CT4	\$42,324.42	\$43,699.89	\$45,075.37	\$46,450.83	\$47,826.08	\$48,121.55	\$50,577.03
CT5	\$44,655.36	\$46,107.43	\$47,558.64	\$49,009.17	\$50,461.70	\$51,912.46	\$53,363.65
CT6	\$47,551.79	\$49,097.19	\$50,642.81	\$52,188.64	\$53,733.82	\$55,280.10	\$56,825.28
CT7	\$51,117.53	\$52,780.08	\$54,441.44	\$56,102.59	\$57,763.30	\$59,424.68	\$61,087.13
CT8	\$55,663.19	\$57,505.21	\$59,315.38	\$61,124.90	\$62,935.06	\$64,745.22	\$66,554.74
CT9	\$62,054.18	\$64,071.47	\$66,087.90	\$68,104.97	\$70,121.39	\$72,138.25	\$74,154.46
CT10	\$69,811.46	\$72,079.94	\$74,348.42	\$76,617.84	\$78,886.55	\$81,154.80	\$83,424.70
Hourly Rates (Does not include negotiated 2% COLA effective 1/1/2024)							
Grades	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CT3	\$19.37	\$19.95	\$20.55	\$21.16	\$21.80	\$22.45	\$23.12
CT4	\$20.35	\$21.01	\$21.67	\$22.33	\$22.99	\$23.14	\$24.32
CT5	\$21.47	\$22.17	\$22.86	\$23.56	\$24.26	\$24.96	\$25.66
CT6	\$22.86	\$23.60	\$24.35	\$25.09	\$25.83	\$26.58	\$27.32
CT7	\$24.58	\$25.38	\$26.17	\$26.97	\$27.77	\$28.57	\$29.37
CT8	\$26.76	\$27.65	\$28.52	\$29.39	\$30.26	\$31.13	\$32.00
CT9	\$29.83	\$30.80	\$31.77	\$32.74	\$33.71	\$34.68	\$35.65
CT10	\$33.56	\$34.65	\$35.74	\$36.84	\$37.93	\$39.02	\$40.11

Source: MGT Consulting Group, 2023. The pay plan is based on a 40-hour work week.

MGT encourages the expeditious implementation of the proposed pay plan as the plan and grade assignment recommendations are based on the most current competitive market data available. MGT recommends that one of the following two phase-in priorities be established:

1. Either implement all total adjustments as soon as possible under current timing cycles for Livingston County Courts; or

2. Initiate a 2-step phase in as indicated in Exhibit 3-2 below.
3. All remaining adjustments should be completed based upon a set implementation schedule (and as budget allows) to avoid compression, maintain internal equity, and ensure classifications stay competitive with the market.

Exhibit 3-2 summarizes the estimated fiscal impact of the proposed adjustments to the Courts pay plan for their represented job classifications. **The total estimated fiscal cost of the proposed recommendations is \$171,739.**

EXHIBIT 3-2: TOTAL ADJUSTMENT COST ESTIMATES

	1-Year Implementation	2-Year Implementation			
Current Payroll	Total Adjustment	Year 1 Below Minimum	Year 2 Remaining Adjustment for Time in Job	Percent Change in Payroll	Proposed Payroll
\$ 3,393,076	\$ 170,391	\$ 85,279	\$ 91,144	5.02%	\$ 3,563,467

Source: MGT Consulting, 2023. 999t is recommended that employee salaries be either maintained at their current level or adjusted upward according to the proposed pay plan and policy recommendations provided in this report and that no employees' salaries be reduced. The estimates provided in this report are based on the latest employee information provided to MGT by Livingston (received 08/28/2023). Any employee data changes occurring after this date should be accounted for in the implementation plan prior to taking effect.

MGT has provided the following four study reports in the Appendices listed below that will assist Livingston with implementing the proposed pay plan recommendations:

Grade Order Table Pre-Study – Appendix E this table is the current schedule and grade order of wage rates that became effective 1/1/2023. It is a copy of the table on page 43 of the bargaining unit agreement with MAPE effective from 1/1/2023 to 12/31/2025.

Grade Order List Transition Report - Appendix F a transition table for tracking the recommended changes showing pre-study grade and step rates in strikeout font and study-proposed rates in the row immediately below the struck-out pre-study rate. Job class titles are on their pre-study grade, with those moving to a different grade shown in strikeout mode with a note indicating the study-recommended grade they will reallocate to on the schedule and with no job title number in the first column. The job class title then appears in bold font and olive-green color on the study-recommended grade with a note indicating from which grade the title was reallocated and a job title number in the first column.

Grade Order List Post-Transition Report - Appendix G contains a list of all job classifications posted to the study-recommended grades with the new rates posted to the list.

Implementation Summary Report - Appendix H identifies the total projected fiscal impact of the recommendations grouped by department and job classification. The summary report shows payroll figures, the change to payroll with implementation, and total estimated adjustment costs.

CHAPTER 4. ADMINISTRATION AND MAINTENANCE

Compensation systems should be adjusted annually to address the market competitiveness of current salaries and pay ranges. Pay plan maintenance and related salary adjustments should be guided by market changes and be applied consistently throughout the compensation system, adjusting all salary ranges.

MGT recommends that compensation strategies of all organizations include provisions for both internal equity and external competitiveness. Internal equity, or the comparison of positions within an organization to ensure fair pay, is essential for both the maintenance of a sense of fairness and the morale of current employees. External competitiveness, or when the pay that workers in one organization receive is like that of other workers doing a similar job in other organizations, through annual compensation system improvements is essential for the organization to be able to retain current staff and recruit the most qualified new hires available. Both current employees and potential new hire recruits should be made aware of the salary, insurance benefits, paid leave provisions, and other benefits offered that constitute each employee's total compensation package. In addition, a systematic process for initial placement and advancement through salary increases in a classification's assigned pay grade according to established salary and compensation policies and procedures should be implemented and consistently maintained.

This chapter identifies standard best practices in salary administration and maintenance.

4.1 IMPLEMENTATION STRATEGIES

Plan Implementation

The financial disposition, current salary levels, and other variables unique to an organization must be considered when implementing adjustments to salary structures. These factors, among others, should be reviewed in conjunction with the recommendations proposed in this report before any final implementation plan is considered and set into motion.

Pay schedules must provide for employee advancement through salary increases. Regardless of an organization's philosophy concerning advancement opportunities by way of promotions afforded to employees, it is essential that movements in the economy — and, more specifically, the labor market in which the organization competes — are addressed through salary increases and that career ladders are developed (i.e., the progression from entry-level positions to higher levels of pay, skill, responsibility, and/or authority). Salary administration procedures should be based upon organizational funding levels and philosophies of pay. Although MGT cannot dictate a philosophy, it is recommended that a balance be achieved between compensation of individual employees and potential compensation to encourage recruitment and retention.

Work and Education Evaluations

Employee work history and education should be formally reviewed at least once each year on or before an employee's start date anniversary to keep current the organization's awareness of its existing talent pool. Work history and education should be documented for all employees in the appropriate Human Resource Information System (HRIS).

Initial Assignments

When employees are initially assigned to their new salary plan and grade/step assignment, they should be assigned to a salary amount on the new schedule that is equal to or greater than their current salary as

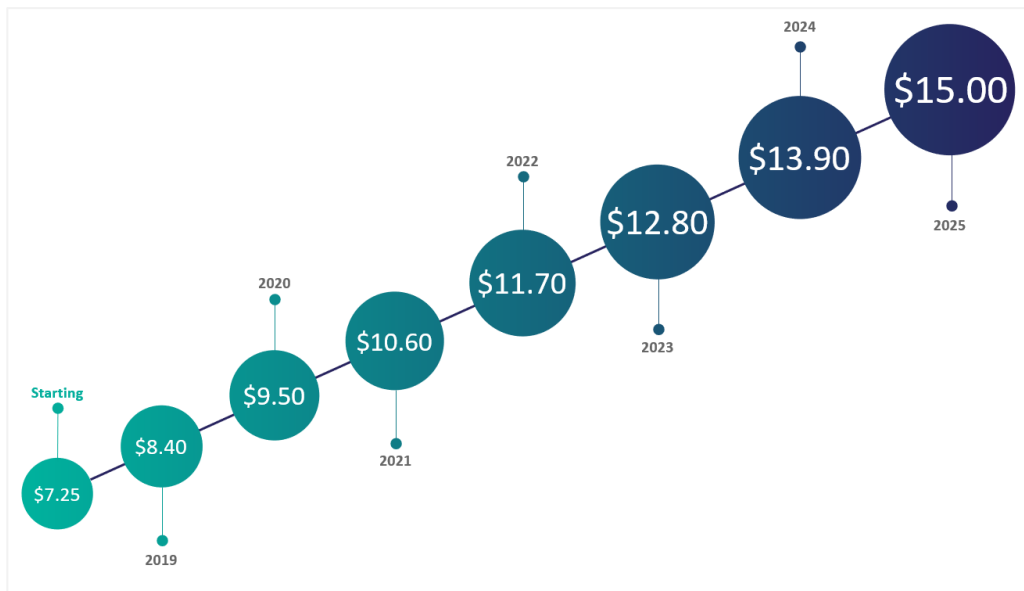
market and longevity in their position dictate. The following guidelines may be used for determining employee salary:

- For employees whose current salary is below the minimum of their assigned pay grade, the recommended salary level would be the minimum of the pay grade, adjusting for level of service once brought to the minimum.
- If an employee's present salary level exceeds the maximum of the new assigned pay grade, the current salary for that employee should be frozen at the current level, unless organizational policy dictates otherwise. The employee would be ineligible for any base salary increases until the pay grade range is adjusted or expanded to allow for movement.
- All other employees should be assigned a salary amount in their pay range as appropriate relative to the organization's longevity policy. Employees assigned to a pay plan that did not receive a recommendation for a market adjustment will maintain their present salary amounts. Employees assigned to a pay plan that received a recommendation for a market adjustment should be adjusted to the increased salary amount as appropriate and described above.

4.2 STANDARD SALARY MAINTENANCE PRACTICES

Minimum Wage Adjustments

Presently, the Michigan minimum wage is \$10.10 effective January 1, 2023. Presently, the federal minimum wage is \$7.25/hour, effective July 24th, 2009, for covered non-exempt employees under the Fair Labor Standards Act (FLSA). The Raise the Wage Act, first introduced in Congress in 2017, and again in 2019 and 2021, are the latest efforts on the federal level for increasing the federal minimum wage. The latest 2021 bill, introduced in January 2021, proposed to gradually increase the federal minimum wage from \$7.25/hour to \$15/hour, effective January 1st, 2025, as shown in **Exhibit 4-1**.

**EXHIBIT 4-1: RAISE THE WAGE ACT,
ANNUAL MINIMUM WAGE INCREASES**

Source: H.R.582 - Raise the Wage Act, U.S. Congress website.

The multi-year gradual adjustments as part of the Act provide organizations with guidelines and the time needed to adapt to the increased minimum wage instead of implementing the entire increase all at once. In addition to the federal minimum wage, organizations should also ensure compliance with state minimum wage laws for all states in which the organization operates. The Society for Human Resource Management (SHRM) and WorldAtWork (WaW) Total Rewards Association provide human resources professionals with industry-standard guidelines by which organizations may utilize in organizing an approach for implementing minimum wage adjustments. When considering minimum wage adjustments, whether at the federal and/or state level, organizations are strongly encouraged to vet multiple options for applying these adjustments both consistently and fairly to existing salary structures while making allowances for budgetary and workforce impacts and constraints. Organizations must keep pace with these mandated annual adjustments and ensure the funds to do so are available. In addition to fiscal forecasting, organizations are seeking ways in which they can increase or free funds and reduce costs without reducing workforce, increasing prices, or negatively affecting or limiting services. Organizations can review processes to identify areas in which they can operate more efficiently and free funds, such as through automation or providing employees with training focused on increasing productivity.

Modeling the structural and financial impacts of various approaches for wage shifts to an existing salary structure, as well as for those organizations without a formal pay structure, is critical to the success of any wage increase and to understand the ripple effects of making the adjustment, which will vary by organization. When adjusting pay plans for minimum wage increases, organizations should first identify which positions (and employees) would need adjustments, which includes those falling under the minimum wage and at the minimum wage rate. Any adjustments to minimum wage within pay structures should also account for and correct any potential areas of compression between pay grades as well as within job families. If increasing to the minimum wage causes a position to be too close to, align with, or surpass a position higher in its job family hierarchy or its supervisor, the job family must be adjusted. Minimum wage

adjustments may impact a pay structure in part or in its entirety depending on the space and flexibility of the pay grades and spread within the pay ranges to accommodate implementing these changes. For example, organizations with wide pay range spreads between minimum and maximum salaries may choose to adjust the minimum salaries upward, revise placement of the midpoint salaries, and maintain current maximums salaries in lieu of adjusting the entire pay range. However, it is important to ensure that adequate room within pay ranges is maintained for supporting advancement and movement along the pay line.

As with any changes to pay structures, organizations should clearly communicate the nature of pay adjustments to their employees and distinguish the difference between minimum wage adjustments, market adjustments, and pay increases related to performance. Organizations should issue notifications to individual employees explaining the adopted wage adjustments, implementation plan and timeline, and the impact on the employee's own salary and pay range.

New Hires and Hiring at or Above Minimum Rate

Best practices recommend that employers hire new employees at the minimum of their assigned pay grade range. The pay grade and salary allocated to a classification should consider the necessary experience and qualifications to perform the position's duties. Exceptions to the minimum rule may be made if the individual's years of experience or qualifications/certifications exceed the minimum required, and/or if there is difficulty in recruiting qualified candidates. It is not unusual for organizations to hire candidates at or above the market rate in order to fill highly competitive positions; many organizations set a hiring range for this purpose. Extraordinary hiring criteria or circumstances may include the following:

- If the applicant, when hired, will contribute to the work of the organization significantly beyond what other applicants for the position would contribute, such as offering advanced skill or knowledge from certifications or trainings, or from network connections that may bolster the organization.
- If the applicant exhibits extraordinary qualifications that provide expertise in a particular area desired by the organization. This expertise significantly exceeds the normal requirements of similar classes in the pay grade.
- If there is documented recruitment difficulty in filling the position over a longer than normal recruitment period.

In addition to the candidate's qualifications and competitiveness of the recruitment market, other factors that should be considered relative to determining an appropriate starting salary include comparable internal salaries and/or positions (internal equity), the turnover history of the classification, and the salary expectations of the potential employee. Salary assignments should be determined according to established rules for both the initial placement of new hires and for the annual review and/or advancement through promotions of current employees. For example, organizations may set a 5% or 10% increase to the hiring rate to acknowledge a new hire's degree level or additional years of experience over the minimum qualifications. The supervisor or department head must submit written justification to Human Resources for making the recommendation to hire at a higher salary amount than the pay grade's minimum rate.

All new hires should meet the minimum qualifications listed for their classification. If there is difficulty with recruiting or identifying suitably qualified candidates for a position, an acting, temporary, or interim assignment for the best qualified current employee available may be utilized. The department head must submit written justification to Human Resources for making this recommendation, and the salary assignment should be adjusted accordingly.

Salary Advancement

Salary advancement within a pay grade is commonly based upon longevity and/or merit. Merit pay rewards an employee's performance while longevity pay can reward an employee's length of service. A merit policy and related salary advancement is determined by annual performance evaluations. If an employee achieves a "satisfactory" or higher rating, the employee should be considered for a salary increase or bonus based upon approved standards. Salary advancement should be considered at least on an annual basis in alignment with an employee's performance evaluation and follow established Human Resources policies and procedures. Longevity pay is a useful tool for encouraging retention at an organization. Salary advancement according to an organization's longevity policy can be implemented regardless of an employee's performance evaluation rating.

Promotion

A promotion is defined as an assignment to a higher-level position with increased responsibilities and job duties for which the candidate is qualified. All job vacancies should be posted according to approved policies and procedures, and the most qualified candidates should be selected. Promotions may be either inter- or intra-departmental, within a job family, or to a position outside the employee's current career ladder. Commonly, if an employee's salary does not increase by at least 5 percent with the new responsibilities, the employee's move to the new position would be considered a reassignment or transfer instead of a promotion (also see **Reassignments / Transfers**). Promotions must be approved by the affected department head(s) and Human Resources, and in every case should involve an increase in duties and responsibilities and should not be made merely for affecting an increase in compensation.

A promoted employee should receive a salary increase to at least the minimum rate of the salary grade of the promoted position. If the employee's salary is above the minimum established for the pay grade to which the employee was promoted, the salary may be increased to the salary level for that pay grade according to the employee's longevity and performance per current organizational policies and should not be equal to or lower than the employee's current salary. Salary determinations should also take into consideration market conditions for the given classification as well as budget constraints.

Demotion

A demotion is the assignment of an employee to a position in a lower classification, with a lower maximum salary, than the classification from which the employee was previously assigned. Demotion is normally due to the removal of higher-level duties and responsibilities, organizational restructuring, or the inability of the employee to assume or perform duties of the position. A supervisor may recommend the demotion of an employee. Approval to demote an employee should be dictated by personnel rules, and the recommendation for a demotion should be made in writing, citing the reasons.

The following guidelines may be referenced for determining salary for demoted employees:

- If an employee's salary is above the maximum established for the pay grade being entered, the salary may be decreased to, at most, the maximum of the new position.
- Since a demotion involves a decrease in duties and responsibilities, if the existing salary is below the maximum of the lower classification, a decreased salary of at least five percent, per best practice, below the current salary is appropriate and necessary to fulfill the cause for the demotion.
- Employees receiving demotions at their own request or due to inability to perform the work because of health or other reasons should be adjusted to a lower job classification, if possible. When a demotion of this nature occurs, the employee's pay should be reduced.

- In no case should a demoted employee's salary exceed the maximum rate of the lower pay grade.

Supplemental/Incentive Pay

Supplemental, or incentive, pay is usually given to employees who hold certifications not required for their position, for undesirable work hours or shifts, as hazard pay, or when employees are assigned duties that demand a considerable number of hours outside their normal duties. Supplemental pay may be given in cases of temporary work assignments or for additional duties that do not fall under another classification and that significantly increase the employee's workload by 50% on average, per industry standards.

Supplemental pay is often given to employees who are assigned to special projects or in which the responsibilities and duties of a position expand but do not alter the minimum qualifications or nature of the position's work, in which case would merit a review for possible reclassification, such as in instances in which the additional duties are not short-term or temporary. Supplemental pay rates vary across organizations and are typically tailored to an organization's specific needs and financial flexibility. The method of supplemental pay chosen by an organization should take into consideration the number of employees eligible for supplemental pay and available funding for the supplemental pay program.

Typically, supplemental pay schedule(s) adopt one of the following methods:

- Flat rate for the specific assigned task(s) or certification(s) (determined by the organization)
- Percentage of employee's base or actual salary

A flat rate method for determining supplemental pay often is preferable to using the percentage of an employee's base or actual salary as it allows for more labor cost control and easier budget planning and projecting. In addition to budget considerations, organizations also design their supplemental pay policy based on the market competitiveness of the classification(s) in question and/or the necessity or value of the certification(s) to the organization.

Supplemental pay is generally issued for the duration of the additional assignment or for the life of the certificate held by certified employees. Some organizations design their flat-rate supplemental pay systems into grades to provide supplemental pay based on an employee's years of service. Any supplemental pay policy and/or schedule should be reviewed and approved on an annual basis.

Reassignments / Transfers

A reassignment or transfer is the non-competitive movement of an employee from their current position to another position within an organization for non-disciplinary reasons without demotion or promotion. Reassignments can be voluntary or involuntary (initiated by the employee versus by the organization or department).

- Voluntary reassignment, or transfer, involves moving an employee laterally from their current position to a position at the same classification level in either the same or another department. An employee may request a transfer to another position for a variety of reasons, such as to enter a different career ladder, join a different department or area of focus, or to pursue a new work-life balance (e.g., transferring to a position requiring less travel).
 - Employees voluntarily reassigned to a position in the same pay grade should have their salaries maintained at the current level with no increase or decrease.

- Employees voluntarily reassigned to a position in a different pay grade should be adjusted to the salary rate in the new position's grade that follows organizational policy for moving employees along their position's respective pay grade per longevity and merit policies.

An employee may submit a written request for consideration for a voluntary reassignment to another department or position in the organization for which they are qualified if a position is vacant or there is a need. Final approval should be obtained from the department head and Human Resources, according to established policies and procedures.

- Involuntary reassignment refers to a reassignment initiated by an agency against an employee's will and without the employee's consent for reasons other than for causes of misconduct, delinquency, or inefficiency. There are a variety of reasons for involuntary reassignments that include, but are not limited to, the good of the employee, the best interests of the organization, and/or other defensible actions based on the judgment of its leaders.
 - An involuntary reassignment for the good of the employee might involve an individual who is no longer physically capable of performing their duties and requires a reasonable accommodation, such as reassigning the employee to a less strenuous position.
 - An involuntary reassignment serving the best interest of the employer is normally initiated by the employer rather than the individual, such as filling urgent vacancies or assigning an employee with desired skills to another position or department where the employee is needed. Reassignments that serve the best interest of the employer can be permanent, but they can also be temporary to address a short-term challenge, in which an "interim" or "acting" status may be applied to the position held by the employee.

Involuntary reassignments in which the employee is reassigned to a position in the same pay grade should have their salaries maintained at the current level with no increase or decrease. If the employee is reassigned to a position in a different pay grade, the employee's salary should be adjusted according to the position's pay grade range and be adjusted per the organization's longevity and merit policies.

Reassignments Under Reduction-in-Force

Employers often allow reassignments after initiating a reduction-in-force, in which employees are offered reassignment to a different vacant position instead of being laid off or furloughed.

Reassignments in which the employee is reassigned to a position in the same pay grade should have their salaries maintained at the current level with no increase or decrease. If the employee is reassigned to a position in which the position is in a different pay grade, the employee's salary should be adjusted according to the given position's pay grade and organizational policy.

Classification Creation and Reclassification

Organizations treat the development of new classifications and reclassifications in several ways. Classification creation or reclassification can take place when the work performed changes substantially over time, when new technology is introduced, or the mission of an organizational unit is modified in response to changing legislation or changing service demands. The need for a new or revised classification can also occur when organizational demands or job duties change through design or evolution.

Classification creation and reclassifications are generally initiated through the Office of Human Resources but may also be initiated at the request of an individual or their supervisor. If an individual or supervisor initiates a request for creation or reclassification, it is usually accompanied by written supporting documentation. Reclassification should also consider other positions within the overall classification system and should not be determined independently of these positions and without consideration to the department and organizational hierarchy.

When a reclassification or new classification request is received or initiated by the Office of Human Resources, a Job Content Questionnaire (JCQ), or other authorized survey document to understand an employee's job duties and requirements, should be completed by the supervisor and/or all incumbents holding the same job title, as applicable. Key questions concerning the job should be answered to assist in determining the proper level within the overall pay and classification system. For reclassifications, the position audit results should be compared to the current position description for the various classification levels to determine the correct classification assignment.

If it is determined that a creation or reclassification is justified, the Office of Human Resources should approve and authorize the change. Current employees in reclassified positions should either maintain their current salary or be adjusted to a salary in the assigned pay grade for the reclassified position per organizational policy. Reclassification is not considered the same as a demotion, and therefore, an employee's salary should either be maintained at its present level or increased according to the reclassified position's pay grade and organizational policy for moving employees along the pay line of their pay grade. If the reclassified position's pay grade indicates a lower salary, the current employee's salary should be maintained and adjusted over time per organizational policy and not be reduced due to reclassification. This may mean that the employee's salary is temporarily frozen at its present level until movement in the assigned pay grade is allowed per an organization's longevity and merit policies.

Job Analysis

A job analysis is a thorough review of the key elements of a job to determine the activities and responsibilities of a job, the relative importance to other jobs, the qualifications necessary for the performance of the job, and the conditions under which the work is performed. An important concept in job analysis is that the job, not the person doing the job, is assessed, even though some job analysis data may be collected from incumbents.

A job analysis does not include:

- A review of an employee's performance
- How well tasks are performed
- How much work is performed
- When an employee is eligible for a promotion
- A salary reduction

A job analysis commonly includes the following process steps:

- Data collection
- Verify job data
- Verify classification/title
- Collect market data
- Verify market comparisons
- Draft/edit job descriptions

Job data are often collected through questionnaires/surveys, direct observation, interviews, job shadowing, and work time studies (logs). The most effective technique when collecting information for a job analysis is to obtain information through questionnaires/surveys, and/or interviews with incumbents and leadership. The information collected from the questionnaire is reviewed to make distinctions about job duties, roles, and responsibilities to determine if positions are accurately titled, FLSA designation, and to inform pay analyses and adjustments, if any. The average market salary is an indication of the market rate for a job, not what the employee should be paid. Employee pay is also governed by an organization's internal policies for progression within a pay plan, such as for longevity and/or merit.

Some Human Resource departments use the information collected in the job analysis to assist them in other areas of Human Capital. These include:



An annual review of job descriptions during employee performance review period(s) can help ensure accurately and up to date job descriptions and the maintenance of appropriate job classifications and exemptions.

Administration and Maintenance of the Plan

Salary systems should be adjusted annually, or at least biennially if annually is not feasible, based on the Consumer Price Index (CPI) and appropriate market data sources to maintain market competitiveness and adjust for inflation and changing recruitment markets. The guidelines outlined in this chapter may be utilized for salary maintenance and administration of the proposed salary schedule. These guidelines should be applied according to base pay salary, not including additional pay received as bonuses, supplements, or pay for additional assignments. In all cases in which a computed salary is greater than the top pay within the new pay grade, the salary may be frozen at the maximum salary until subsequent adjustments are made to the salary schedule that would allow increases, or as dictated by internal policy regarding employees who reach the maximum of their assigned pay grades.

APPENDIX A:

MANAGEMENT ISSUES PAPER (MIP)

A SAMPLE COPY

MANAGEMENT ISSUES PAPER

This survey form is designed to collect information from you about specific concerns you may have related to positions under your supervision regarding recruitment, retention, salary, career advancement, and job title. For example, as a supervisor, have you experienced any difficulty in recruiting or retaining employees, and if so, why? Do you believe the difficulty is due to pay or outdated/incorrect job title? This survey is intended to gather input from these issues.

The information you submit will be used to assist MGT Consulting Group with evaluating positions and the classification and compensation system at your organization and with developing recommendations for updating and improving the current system.

Please complete one MIP form for each job title for which you would like to submit concerns.

Please complete this survey by 5:00 p.m. on XX.

Thank you for your participation in this important study.

Your Name: _____

Department Name: _____

I. OFFICIAL CLASSIFICATION TITLE (JOB TITLE) RELATED TO ISSUE: _____

II. EMPLOYEES IN CLASS RELATED TO THE ISSUE: *(Please list names of class incumbents):*

III. DESCRIPTION/RESOLUTION OF ISSUE:

CHECK ALL THAT APPLY	NATURE OF ISSUE	RECOMMENDED RESOLUTION
	Recruitment/Retention	
	Current Pay	Recommended Pay or Salary Range:
	Classification Title	Recommended New Title:
	Career Path/Advancement	Recommended New Series or Advancement level:
	Other (please briefly describe)	

IV. BACKGROUND OF ISSUE:

Please briefly describe the nature of the issue(s) checked in Part III:

Are there other comparable positions to this job in terms of required skill, effort, responsibility, or working conditions at your organization? Please describe.

Please enter any additional comments you would like to share relative to the study, the current pay system, competitors regarding talent recruitment/retention, or related HR policies.

Please submit your completed MIP form(s) to your Human Resources Office.

APPENDIX B:

JOB CONTENT QUESTIONNAIRE (JCQ)

A SAMPLE COPY

The following survey is designed to collect information about your role in the organization and the job that you perform. The data collected from this survey will be analyzed to develop a classification and compensation structure for your organization that is equitable and market competitive.

Survey results may be used to:

- Create accurate and up-to-date job descriptions.
- Determine if job titles accurately reflect the position and duties.
- This information will form the basis of market competitiveness and Equal Pay for Equal Work analyses.

This survey will NOT:

- Determine how well you perform your job. This is not a performance evaluation.
- Evaluate the need for a position or seek to eliminate roles.

This survey includes four main sections:

I. Basic Job-Related Information

Section 1.0 – Employment Status

II. Job Description, Duties, Responsibilities, and Requirements

Section 2.0 – Job Description

Section 3.0 – Job Duties

Section 4.0 – Knowledge, Skills, and Abilities

Section 5.0 – Function within the Organization

Section 6.0 – Educational Preparation

Section 7.0 – Experience Required

III. Work Performed, Responsibility and Leadership, Communication, and Decision-Making Job Factors

Section 8.0 – Work Performed

Section 9.0 – Responsibility and Leadership

Section 10.0 – Communication

Section 11.0 – Decision-Making

IV. Financial Authority, Tools and Equipment, and Physical Job Factors

Section 12.0 – Financial Authority

Section 13.0 – Tools and Equipment Usage

Section 14.0 – Working Conditions and Physical Requirements

I. BASIC JOB-RELATED INFORMATION

Name _____

E-mail _____ Phone _____

Supervisor's Name _____

Supervisor's E-mail _____

SECTION 1.0 - EMPLOYMENT STATUS

Official Job Title: _____

Working Title: * _____

*Unofficial title if different from official title.

Status (choose one):

☐

Full-time

☐

Part-time

II. JOB DESCRIPTION, DUTIES, RESPONSIBILITIES, AND REQUIREMENTS

SECTION 2.0 - JOB DESCRIPTION

1. Please provide a brief general description of the purpose and responsibilities of your position. Please do not list specific duties here. You will list your specific duties in Section 3.0.

2. Indicate the number of Full-time and Part-time individuals you supervise:
(Supervision is the management or supervision of employees who report directly to you.)

Full-Time _____ Part-Time _____

SECTION 3.0 - JOB DUTIES

1. Please list the major job duties of your position and indicate the percentage of time that you spend annually on each major job duty.
(The % of Time column should total 100 percent.)

ESSENTIAL DUTIES	% OF TIME
Example 1 - Prepare briefing documents on cash availability.	20
Example 2 - Address citizen concerns on permit applications.	55
Example 3 - Develop complex software solutions for internal users.	25

ESSENTIAL TASKS	% OF TIME

PERCENT OF TIME SHOULD TOTAL 100%

2. Please describe any additional related job duties:

(If you need more space, continue on a sheet of paper and staple it to the back of the questionnaire.)

SECTION 4.0 - KNOWLEDGE, SKILLS, AND ABILITIES

1. Please describe the Knowledge, Skills, and Abilities necessary to perform the functions of your job.
Knowledge, Skills, and Abilities are additional qualifications and attributes that are necessary to successfully perform the functions of a specific job.

Examples of such statements include:

- Knowledge of maintenance equipment and procedures
- Knowledge of operations, services, and policies.
- Knowledge of general office procedures and protocols.
- Knowledge of financial rules, regulations, laws, and procedures.
- Skill in cutting a board to within 1-16" inch of required measurement.
- Skill in typing 40 words-per-minute.
- Ability to communicate effectively orally and in writing.

This image shows a blank sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SECTION 5.0 - FUNCTION WITHIN THE ORGANIZATION

1. Please indicate the following organizational level that most closely matches your position within the organization and skip to the section indicated in parentheses at the bottom of this page. Once you have completed the section indicated in the parentheses, skip to Section 6.0 Educational Preparation.

- ☐ Clerical/Manual (skip to SECTION 5.1) - Work involves clerical tasks; following standardized procedures, techniques, or procedures; and carrying out practices according to standards set by a supervisor or employers.
- ☐ Technical/Paraprofessional (skip to SECTION 5.1) - Work involves inspecting, measuring, or comparing to a standard; utilizing special training to perform a defined function; following standardized procedures, techniques, or procedures.
- ☐ Computer Professional (skip to SECTION 5.2) - Work involves maintaining/supporting computer software, hardware, or operating systems through activities like programming, designing, developing, documenting, and analyzing computer systems or software.
- ☐ Administrator (skip to SECTION 5.3) - Work is directly related to assisting with running or servicing of the business or department.
- ☐ Professional (skip to SECTION 5.3) - Work requires advanced learning acquired by a prolonged course of specialized intellectual instruction; or work involves advising clients or assisting customers or clients with running their business.
- ☐ Executive/Managerial (skip to SECTION 5.4) - Work involves managing employees; planning, designing, or overseeing the implementation of organization projects or policies.
- ☐ Artistic Profession (skip to SECTION 6.0) - Work requires invention, imagination, originality, or talent in recognized field of artistic or creative endeavor.
- ☐ Protective Services (skip to SECTION 6.0) - Work involves preventing, controlling, or extinguishing fires of any type; rescuing fire, crime or accident victims; preventing or detecting crimes; conducting investigations or inspections for violations of law; pursuing, restraining, and apprehending suspects; detaining or supervising suspected and convicted criminals, including those on probation or parole; or other, similar activities.
- ☐ Outside Sales (skip to SECTION 6.0) - Work takes place away from employer's place of business and involves making sales.

If you chose Clerical/Manual or Technical/Paraprofessional, skip to SECTION 5.1.

If you chose, Computer Professional, skip to SECTION 5.2.

If you chose Administrator or Professional, skip to SECTION 5.3.

If you chose Executive/Managerial, skip to SECTION 5.4.

If you chose Artistic Profession, Protective Services, or Outside Sales, skip to SECTION 6.0.

SECTION 5.1 - ADMINISTRATIVE DUTIES

Only complete this section if you selected Clerical/Manual or Technical/Paraprofessional in Section 5.0, Function within the Organization. Next, skip to Section 6.0, Educational Preparation.

1. Do your primary duties involve performing office or non-manual work directly related to management or general business operations of your employer or its clients?

For example, do you perform work directly related to assisting with the running or servicing of the business, such as working on a manufacturing production line or selling a product in a retail or service establishment. This includes, but is not limited to, work in functional areas such as finance; quality control; purchasing/procurement; marketing; research; safety/health; human resources; public or government relations; network/database administration; compliance; and similar activities.

☐ Yes ☐ No

2. Do your primary duties include the exercise of discretion and independent judgment in matters of significance?

Discretion and independent judgment implies that the authority to make an independent choice, free from immediate direction or supervision. NOTE: You can exercise discretion and independent judgment even if your decisions or recommendations are reviewed at a higher level.

Consider the following factors and check the applicable factors to guide you in determining whether to answer yes or no.

- Have authority to formulate, affect, interpret, or implement management policies or operating practices
- Perform work that affects operations to a substantial degree
- Have authority to waive or deviate from established policies and procedures, without prior approval
- Have authority to negotiate and bind the organization on significant matters or that have financial impact
- Provide consultation or expert advice to management; involved in planning long- or short-term objectives
- Investigate and resolves matters of significance on behalf of management
- Represent the organization in handling complaints, arbitrating disputes, or resolving grievances
- Make recommendations about significant matters to supervisors for action after comparing and evaluating possible courses of action

☐ Yes ☐ No

SECTION 5.2 - COMPUTER DUTIES

Only complete this section if you selected Computer Professional in Section 5.0, Function within the Organization. Next, skip to Section 6.0, Educational Preparation.

1. Select "Yes" if your primary duties consist of the following:

- The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software, or system functional specifications
- The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications
- The design, documentation, testing, creation or modification of computer programs related to machine operating systems
- A combination of the aforementioned duties, the performance of which requires the same level of skills

☐ Yes

☐ No

SECTION 5.3 - ADMINISTRATIVE AND PROFESSIONAL DUTIES

Only complete this section if you selected Administrator or Professional in Section 5.0, Function within the Organization. Next, skip to Section 6.0, Educational Preparation.

1. Do your primary duties involve performing office or non-manual work directly related to management or general operations of your employer or its clients?

☐ Yes

☐ No

2. Do your primary duties include the exercise of discretion and independent judgment in matters of significance?

Discretion and independent judgment implies that the authority to make an independent choice, free from immediate direction or supervision. NOTE: You can exercise discretion and independent judgment even if your decisions or recommendations are reviewed at a higher level.

Consider the following factors to guide you in determining whether to answer yes or no.

- Have authority to formulate, affect, interpret, or implement management policies or operating practices
- Carry out major assignments in conducting the operations of the organization
- Perform work that affects operations to a substantial degree
- Have authority to commit the employer in matters that have significant financial impact
- Have authority to waive or deviate from established policies and procedures, without prior approval
- Have authority to negotiate and bind the organization on significant matters
- Provide consultation or expert advice to management; involved in planning long- or short-term objectives
- Investigate and resolves matters of significance on behalf of management
- Represent the organization in handling complaints, arbitrating disputes, or resolving grievances
- Make recommendations about significant matters to supervisors for action after comparing and evaluating possible courses of action

☐ Yes

☐ No

3. Does your primary duty consist of work requiring advanced knowledge in a field of science or learning acquired by a prolonged course of specialized intellectual instruction as distinguished from a general academic education?

Consider the following factors and definitions before answering yes or no.

- “Advanced knowledge” means work that is predominately intellectual in character, and which includes work requiring the consistent exercise of discretion and judgment
- Advanced knowledge is generally used to analyze, interpret or make deductions from varying facts or circumstances
- Advanced knowledge cannot be attained at the high school level
- “Prolonged course of specialized intellectual instruction” means that the learned professional exemption is limited to professions where specialized, academic training is a standard prerequisite for entering the profession

☐ Yes ☐ No

4. Does your work require the use of creativity, invention, or imagination in a recognized field of artistic endeavor?

☐ Yes ☐ No

5. Is your work predominantly intellectual and varied in character rather than routine mental, manual, mechanical or physical work?

☐ Yes ☐ No

SECTION 5.4 - EXECUTIVE DUTIES

Only complete this section if you selected Executive in Section 5.0, Function within the Organization. Next, skip to Section 6.0, Educational Preparation.

1. Does your primary duty consist of managing a department or subdivision?

Factors to consider in determining importance of duty are:

- Supervising and directing the work of other employees, ordering items, managing the budget and authorizing
- The relative importance of your management duties as compared with other types of duties
- The amount of time you spend performing management work. Usually spending more than 50% of ones time performing management work will satisfy the primary duty requirement, but one can spend less time and also meet the primary duty requirement based on other factors
- Your relative freedom from direct supervision
- The relationship between your salary and the wages paid to other non-management workers for the same kind of non-management work

Consider the following management duties to guide you in determining whether to answer yes or no.

- Supervising employees and/or interviewing, selecting, and training of employees
- Setting and adjusting pay rates and work hours
- Directing the work of employees
- Conducting performance appraisals
- Handling employee complaints and grievances
- Disciplining employees
- Planning work and apportioning the work among the employees
- Running or servicing a organization, such as determining the items to be bought, stocked and sold
- Planning and controlling the budget
- Monitoring or implementing legal compliance measures

☐ Yes ☐ No

2. Do you have the authority to hire and fire employees or do you provide suggestions or recommendations regarding hiring, firing, and advancement decisions, which are given weight in the decision-making process?

To determine weight, consider the following factors:

- The degree to which your duties require making suggestions and recommendations
 - The frequency with which suggestions and recommendations are made or requested
 - The frequency with which your suggestions and recommendations are relied upon
- Note: You need not have authority to make the ultimate decision. Suggestions and recommendations may be reviewed by a higher level manager

☐ Yes ☐ No

3. Do you regularly direct the work of two or more full-time employees?

☐ Yes ☐ No

4. Do you decide when to perform non-management duties, and when performing such duties do you remain responsible for the success or failure of the organization's operation?

☐ Yes ☐ No

5. Are you a shift manager or leader?

Typically a shift manager is not responsible for success or failure of the business operation, but rather directs employees while also performing similar work to the employees.

☐ Yes ☐ No

6. Does your primary duty consist of work requiring advanced knowledge in a field of science or learning acquired by a prolonged course of specialized intellectual instruction as distinguished from a general academic education?

Consider the following factors and definitions before answering yes or no.

- "Advanced knowledge" means work that is predominately intellectual in character, and which includes work requiring the consistent exercise of discretion and judgment
- Advanced knowledge is generally used to analyze, interpret or make deductions from varying facts or circumstances
- Advanced knowledge cannot be attained at the high school level
- "Prolonged course of specialized intellectual instruction" means that the learned professional exemption is limited to professions where specialized, academic training is a standard prerequisite for entering the profession

☐ Yes ☐ No

7. Does your work require the use of creativity, invention, or imagination in a recognized field of artistic endeavor?

☐ Yes ☐ No

8. Is your work predominantly intellectual and varied in character rather than routine mental, manual, mechanical or physical work?

☐ Yes ☐ No

SECTION 6.0 - EDUCATIONAL

1. What level of education is required for your position?

- | | |
|---|--|
| <input type="checkbox"/> Up to and including some high school | <input type="checkbox"/> Completion of Bachelor's degree |
| <input type="checkbox"/> Completion of high school/GED | <input type="checkbox"/> Some graduate work |
| <input type="checkbox"/> Some college | <input type="checkbox"/> Completion of master's degree |
| <input type="checkbox"/> Completion of Associate's degree | <input type="checkbox"/> Completion of doctorate degree |

2. If applicable, please indicate the field required for this position's education degree (e.g. Bachelor's in English).

3. What certifications, licenses, or professional designations, if any, are required for your position?

4. What certifications, licenses, or professional designations, if any, are preferred for your position?

SECTION 7.0 - EXPERIENCE

1. How much experience is required for your position?

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> No experience required | <input type="checkbox"/> 5 years |
| <input type="checkbox"/> 6 months | <input type="checkbox"/> 6 years |
| <input type="checkbox"/> 1 year | <input type="checkbox"/> 7 years |
| <input type="checkbox"/> 2 years | <input type="checkbox"/> 8 years |
| <input type="checkbox"/> 3 years | <input type="checkbox"/> Over 8 years |
| <input type="checkbox"/> 4 years | |

2. If applicable, please indicate the field required for this position's years of experience (e.g. 1 year of experience in administrative support).

3. Can education be substituted for experience?

- ☐ Yes ☐ No

4. Can experience be substituted for education?

- ☐ Yes ☐ No

III. WORK PERFORMED, RESPONSIBILITY AND LEADERSHIP, COMMUNICATION, AND DECISION-MAKING JOB FACTORS

SECTION 8.0 - WORK PERFORMED

Please read each statement below and check the one that is the closest match to your major job duties.

CLOSEST FACTOR	FACTOR
	Perform clerical or manual tasks <u>Example:</u> May copy, compile, maintain basic files systems or enter data, or compute data using addition, subtraction, multiplication, and division; or compare items against a standard; or operate light equipment such as lawn mowers, floor buffers, pickup truck, van; or perform general housekeeping/custodial duties.
	Perform clerical or manual tasks involving intensive understanding of a field, unit or division <u>Example:</u> May summarize, tabulate, or format data or information, or gather data and information for later evaluation; or perform arithmetic operations including basic geometry or algebra, including computing discounts, interest rates, ratios and/or percents; or uses or operates medium use equipment such as chainsaws, mowing equipment; or journeyman level trades work.
	Perform specialized technical work involving data collection, evaluation, analysis, and troubleshooting, or reports on operations and activities of a department, or performs general coordination of individual or departmental activities <u>Example:</u> May use descriptive statistics, advanced geometry or algebra; requires the use of a wide range of administrative and/or technical methods in the solution of problems; or operate heavy construction equipment; or perform master level trades duties.
	Perform entry level professional work including basic data analysis and synthesis, or report on operations and activities of an organization; or perform quality assurance and compliance activities <u>Example:</u> May use advanced algebra, inferential statistics, and/or financial models.
	Perform professional level work requiring a wide range of administrative, technical, scientific, engineering, accounting, legal, or managerial methods applied to complex problems <u>Example:</u> May plan or direct the sequence of department or division activities
	Perform professional or managerial work including advanced data analysis and synthesis <u>Example:</u> May develop policies, procedures, or methodologies based on new facts or knowledge; or interpret or apply established policies.
	Perform advanced professional work methods to formulate important recommendations or make technical decisions that have an organization-wide impact <u>Example:</u> May require the use of creative ability and resourcefulness in the analysis and solution of complex problems; may develop new approaches or methodologies to solve problems not previously encountered.
	Perform executive or expert professional work to establish policy, long-range plans, and programs, identify funding sources and allocate funds <u>Example:</u> May develop or use theoretical mathematical concepts to formulate new techniques, or make decisions that impact both the organization and the discipline.

SECTION 9.0 - RESPONSIBILITY AND LEADERSHIP

Please read each statement below and check the one that is the closest match to your major job duties.

CLOSEST FACTOR	FACTOR
	Follow instructions or work orders; or read routine sentences, instructions, regulations, or procedures.
	Follow technical instructions, procedure manuals and charts to solve practical problems, or compose routine or specialized reports or forms and business letters, or ensure compliance with clear guidelines and standards.
	Follow complex technical instructions, solve technical problems, or disseminate information regarding policies and procedures; may compose unique reports or analysis, or provide extensive customer service to internal or external customers.
	Follow complex rules or systems, using professional literature and technical reports; or enforce laws, rules, regulations, or ordinances.
	Supervise, instruct, or train others through explanation, demonstration, and supervised practice or make recommendations based on technical expertise. May have first-level supervisory duties including administration of performance feedback; or coordinate work activity schedules for teams.
	Direct, manage, or lead others; may determine work procedures, assign duties, maintain harmonious relations, or promote efficiency; may develop and administer operational programs; or may write or present extremely complex papers and reports.
	Formulate and issue policies, procedures, and instructions; responsible for long term planning within an agency, department or division.
	Guide organization-wide development; leads the development of organization mission, vision, and principles; directs capital improvement initiatives.

SECTION 10.0 - COMMUNICATION

Please read each statement below and check the one that is the closest match to your major job duties.

CLOSEST FACTOR	FACTOR
	Communicate using routine sentences, complete routine job forms and incident reports, or communicate routine information regarding daily activities.
	Communicate to convey or exchange general work-related information or service to internal or external customers.
	Communicate information to guide or assist people; may give instructions or assignments to helpers or assistants.
	Communicate with internal and external groups, write manuals and complex reports, persuade or influence others in favor of a service, point of view, or course of action.
	Communicate information among co-workers, customers, vendors, and management; or speak before professional and civic groups; may write complex articles and reports or develop presentations for specialized audiences; may read scientific or technical journals or reports.
	Communicate with operational and functional leaders; read and interpret professional materials involving advanced bodies of knowledge.
	Communicates through negotiation and consensus building to exchange ideas, information, and opinions or develop decisions, conclusions, or solutions.
	Communicate with key stakeholders to affect long term planning and to secure organization position and resources.

SECTION 11.0 - DECISION-MAKING

Please read each statement below and check the one that is the closest match to your major job duties.

CLOSEST FACTOR	FACTOR
	Perform routine or semi-routine work under direct supervision. Requires very few decisions, affecting only the individual.
	Perform semi-routine work involving set procedures, but which may require problem-solving, serve clients or co-workers, or respond to requests. Requires some decisions that affect a few co-workers.
	Perform semi-skilled work involving some set procedures and frequent problem-solving. Requires frequent decision-making affecting co-workers or the general public; may be responsible for providing information to those who depend on a service.
	Perform skilled work involving almost constant problem solving. May be responsible for actions of others, requiring almost constant decisions affecting co-workers, clients or others in the general public. ,
	Perform coordinating work involving guidelines and rules with constant problem-solving. May be responsible for actions of others requiring development of procedures and constant decisions affecting subordinate workers, clients, or others in the general public.
	Perform management and supervisory work involving policy and guideline interpretation, solving both people and work-related problems. Decision-making is a significant part of job, affecting a large segment of the organization and the general public.
	Perform advanced professional work involving the application of principles of logical thinking to diagnose or define problems, collect data and solve abstract problems with widespread unit or organization impact. Work in a highly dynamic environment, responsible to establish goals, objectives and policies.
	Perform executive work involving the application of broad principles of professional management and leadership to new problems for which conventional solutions may or may not exist. Responsible for long-range goals, planning, and methodologies; works in an evolving environment with emerging knowledge and technologies, competing priorities, and changing politics.

IV. FINANCIAL AUTHORITY, TOOLS AND EQUIPMENT, AND PHYSICAL JOB FACTORS

SECTION 12.0 - FINANCIAL AUTHORITY

Please read each sentence below and select all factors that represent the financial authority your job entails. (Check all that apply.)

- ☐ None/Not Applicable
- ☐ Handle cash transactions; prepare and process purchase orders.
- ☐ Bill or reconcile records, including departmental budget records and other related information such as subcontracts.
- ☐ Manage inventory, property, or loss control.
- ☐ Administer benefits by determining individual eligibility and coverage levels or determining compensation levels.
- ☐ Purchasing authority: the ability to purchase goods or services worth more than \$100 without securing approval from another authority or Financial Recommendations: the ability to make recommendations that impact resource allocation.
- ☐ Manage or administer budget within assigned department.
- ☐ Budget or allocate funds within or across departments or divisions.

SECTION 13.0 - TOOLS AND EQUIPMENT

Please read each statement below and select all factors that represent the tools or equipment you use to perform your job. (Check all that apply.)

- ☐ None/Not Applicable
- ☐ Use office machines such as copiers or calculators.
- ☐ Use computers for data entry; or handle, use, or repair hand-held power equipment or light machinery.
- ☐ Use computers for word processing, spreadsheets, PowerPoint presentations or custom applications or operate or repair large shop equipment and machines or operate or repair vehicles or use firearms.
- ☐ Use, develop, or repair electronics or complex software, hardware, or network systems; operate, install, test or inspect heavy or complex machinery.
- ☐ Supervise the activities of those operating or repairing complex machinery or technology systems.
- ☐ Interpret policy and establish methods and procedures for acquiring, installing, testing, operating or repairing machinery or technology systems.
- ☐ Establish policy for the acquisition, installation, testing, operation, and maintenance of machinery or technology systems.
- ☐ Establish long-range plans and programs for capital improvements, major construction projects, or new technology systems.

SECTION 14.0 - PHYSICAL JOB FACTORS

Please provide details for the working conditions and physical demands that are required to successfully perform your job.

1. Which of the following physical conditions and hazards are encountered in your position? (check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Indoor environment | <input type="checkbox"/> Poor ventilation |
| <input type="checkbox"/> Outdoor environment | <input type="checkbox"/> Electrical hazards |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Mechanical hazards |
| <input type="checkbox"/> Extreme temperatures | <input type="checkbox"/> Chemical hazards |
| <input type="checkbox"/> Vibration | <input type="checkbox"/> Explosive hazards |
| <input type="checkbox"/> Moisture and/or humidity | <input type="checkbox"/> Burn hazards |
| <input type="checkbox"/> Dust | <input type="checkbox"/> Potential for violence/physical altercations |
| <input type="checkbox"/> Fumes | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Gases | <input type="checkbox"/> Other _____ |

2. How much time is spent doing the following activities in your position?

Example: Position requires sitting over 2/3 of the time.

ACTIVITY	AMOUNT OF TIME SPENT			
	None	Under 1/3	1/3 to 2/3	Over 2/3
Standing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sitting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gripping/feeling with hands; typing/repetitive movement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reaching with hands and arms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Climbing or balancing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stooping, kneeling, crouching or crawling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Talking or hearing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tasting or smelling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Does this job require that weight be lifted? If so, how much and how often?

Example: Position requires lifting up to 25 pounds over 2/3 of the time.

PHYSICAL REQUIREMENT: WEIGHT LIFTED	AMOUNT OF TIME SPENT			
	None	Under 1/3	1/3 to 2/3	Over 2/3
Up to 10 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Up to 25 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Up to 50 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Up to 100 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
More than 100 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Does this job have any special vision requirements? (Check all that apply.)

- ☐ No special vision requirements.
- ☐ Close vision (clear vision at 20 inches or less)
- ☐ Distance vision (clear vision at 20 feet or more)
- ☐ Color vision (ability to identify and distinguish colors)
- ☐ Peripheral vision (ability to observe an area that can be seen up or down or to the left and right when vision is fixed on a given point)
- ☐ Depth perception (three-dimensional vision, ability to judge distances and spatial relationships)
- ☐ Ability to adjust focus (ability to adjust the eye to bring an object into sharp focus)

SUPERVISOR'S COMMENTS

Supervisor Instructions:

Please review your employee's questionnaire carefully and check if you agree or disagree with the employee's choices or statements. Note any additional information that you feel is important to the understanding of this employee's work. If you disagree with any of the levels checked or statements made in this questionnaire, we ask that you do not change any response nor ask the employee to change a response. Rather, please indicate your comments on this page. If you need additional room, please add a page and staple it to this questionnaire. Each section must be reviewed. Failure to review each section thoroughly and to complete this section of the questionnaire will result in a delay in the evaluation process. Thank you for your time and attention to this process.

SECTION	AGREE	DISAGREE	COMMENTS
1.0	<input type="checkbox"/>	<input type="checkbox"/>	
2.0	<input type="checkbox"/>	<input type="checkbox"/>	
3.0	<input type="checkbox"/>	<input type="checkbox"/>	
4.0	<input type="checkbox"/>	<input type="checkbox"/>	
5.0	<input type="checkbox"/>	<input type="checkbox"/>	
6.0	<input type="checkbox"/>	<input type="checkbox"/>	
7.0	<input type="checkbox"/>	<input type="checkbox"/>	
8.0	<input type="checkbox"/>	<input type="checkbox"/>	
9.0	<input type="checkbox"/>	<input type="checkbox"/>	
10.0	<input type="checkbox"/>	<input type="checkbox"/>	
11.0	<input type="checkbox"/>	<input type="checkbox"/>	
12.0	<input type="checkbox"/>	<input type="checkbox"/>	
13.0	<input type="checkbox"/>	<input type="checkbox"/>	
14.0	<input type="checkbox"/>	<input type="checkbox"/>	

Additional Comments:

I certify that I have read and reviewed this questionnaire and that I have noted any additional information or areas of disagreement to the best of my ability.

Supervisor's Signature _____ Date _____

APPENDIX C:

PRE-STUDY PAY PLAN

Current Schedule -- Annual Rates Effective 1/1/2023							
Grades	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CT3	\$36,454.91	\$37,640.10	\$38,824.24	\$40,009.42	\$41,193.98	\$42,378.34	\$43,563.52
CT4	\$39,189.28	\$40,462.86	\$41,736.45	\$43,010.03	\$44,283.41	\$44,556.99	\$46,830.58
CT5	\$42,127.70	\$43,497.58	\$44,866.64	\$46,235.07	\$47,605.38	\$48,974.02	\$50,343.07
CT6	\$45,287.42	\$46,759.23	\$48,231.25	\$49,703.47	\$51,175.07	\$52,647.71	\$54,119.31
CT7	\$48,683.36	\$50,266.74	\$51,848.99	\$53,431.04	\$55,012.67	\$56,594.93	\$58,178.22
CT8	\$53,522.30	\$55,293.47	\$57,034.02	\$58,773.94	\$60,514.48	\$62,255.02	\$63,994.94
CT9	\$60,246.78	\$62,205.31	\$64,163.01	\$66,121.33	\$68,079.02	\$70,037.14	\$71,994.62
CT10	\$67,778.12	\$69,980.52	\$72,182.93	\$74,386.25	\$76,588.88	\$78,791.07	\$80,994.85
Hourly Rates Effective 1/1/2023							
Grades	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CT3	\$17.53	\$18.10	\$18.67	\$19.24	\$19.80	\$20.37	\$20.94
CT4	\$18.84	\$19.45	\$20.07	\$20.68	\$21.29	\$21.42	\$22.51
CT5	\$20.25	\$20.91	\$21.57	\$22.23	\$22.89	\$23.55	\$24.20
CT6	\$21.77	\$22.48	\$23.19	\$23.90	\$24.60	\$25.31	\$26.02
CT7	\$23.41	\$24.17	\$24.93	\$25.69	\$26.45	\$27.21	\$27.97
CT8	\$25.73	\$26.58	\$27.42	\$28.26	\$29.09	\$29.93	\$30.77
CT9	\$28.96	\$29.91	\$30.85	\$31.79	\$32.73	\$33.67	\$34.61
CT10	\$32.59	\$33.64	\$34.70	\$35.76	\$36.82	\$37.88	\$38.94

Annual rates from page 43 of bargaining unit agreement.

Hourly Rates = Annual Rate ÷ 2080 hours

APPENDIX D:

PROPOSED PAY PLAN

Annual Rates (Does not include negotiated 2% COLA effective 1/1/2024)							
Grades	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CT3	\$40,289.60	\$41,496.00	\$42,744.00	\$44,012.80	\$45,344.00	\$46,696.00	\$48,089.60
CT4	\$42,324.42	\$43,699.89	\$45,075.37	\$46,450.83	\$47,826.08	\$48,121.55	\$50,577.03
CT5	\$44,655.36	\$46,107.43	\$47,558.64	\$49,009.17	\$50,461.70	\$51,912.46	\$53,363.65
CT6	\$47,551.79	\$49,097.19	\$50,642.81	\$52,188.64	\$53,733.82	\$55,280.10	\$56,825.28
CT7	\$51,117.53	\$52,780.08	\$54,441.44	\$56,102.59	\$57,763.30	\$59,424.68	\$61,087.13
CT8	\$55,663.19	\$57,505.21	\$59,315.38	\$61,124.90	\$62,935.06	\$64,745.22	\$66,554.74
CT9	\$62,054.18	\$64,071.47	\$66,087.90	\$68,104.97	\$70,121.39	\$72,138.25	\$74,154.46
CT10	\$69,811.46	\$72,079.94	\$74,348.42	\$76,617.84	\$78,886.55	\$81,154.80	\$83,424.70
Hourly Rates (Does not include negotiated 2% COLA effective 1/1/2024)							
Grades	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CT3	\$19.37	\$19.95	\$20.55	\$21.16	\$21.80	\$22.45	\$23.12
CT4	\$20.35	\$21.01	\$21.67	\$22.33	\$22.99	\$23.14	\$24.32
CT5	\$21.47	\$22.17	\$22.86	\$23.56	\$24.26	\$24.96	\$25.66
CT6	\$22.86	\$23.60	\$24.35	\$25.09	\$25.83	\$26.58	\$27.32
CT7	\$24.58	\$25.38	\$26.17	\$26.97	\$27.77	\$28.57	\$29.37
CT8	\$26.76	\$27.65	\$28.52	\$29.39	\$30.26	\$31.13	\$32.00
CT9	\$29.83	\$30.80	\$31.77	\$32.74	\$33.71	\$34.68	\$35.65
CT10	\$33.56	\$34.65	\$35.74	\$36.84	\$37.93	\$39.02	\$40.11

Assumes 40 hours per week.

Hourly Rate = Annual Rate ÷ 2080 hours

APPENDIX E:

GRADE ORDER LIST PRE-STUDY PAY PLAN

The data in this appendix is from page 43 of the agreement between the Courts and MAPE effective 1/1/2023

APPENDIX A

Court Bargaining Unit 2023 Wages (Includes 3% Increase)

Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Court Clerk	3	\$36,454.91	\$37,640.10	\$38,824.24	\$40,009.42	\$41,193.98	\$42,378.34	\$43,563.52
Deputy District Court Clerk								
Friend of the Court Clerk								
Account Clerk Central Services	4	\$39,189.28	\$40,462.86	\$41,736.45	\$43,010.03	\$44,283.41	\$44,556.99	\$46,830.58
Account Clerk District Court								
Deputy District Court Clerk/Office Technician								
Deputy District Court Clerk/Probation Secretary								
Deputy Probate Register								
Friend of the Court Lead Clerk								
Lead Deputy Court Clerk-District Court								
Reimbursement and Collections Clerk								
Secretary Circuit Court								
Court Recorder	5	\$42,127.70	\$43,497.58	\$44,866.64	\$46,235.07	\$47,605.38	\$48,974.02	\$50,343.07
Deputy Juvenile Register/Court Recorder								
Division Leader-District Court								
Secretary-Friend of the Court								
Caseworker-Friend of the Court	6	\$45,287.42	\$46,759.23	\$48,231.25	\$49,703.47	\$51,175.07	\$52,647.71	\$54,119.31
Chief Account Clerk-District Court								
Chief Account Clerk-Friend of the Court								
Circuit Court Administrative Secretary-Court Recorder								
District Court Division Coordinator								
Judicial Secretary-Assignment Clerk								
Referee Coordinator-Friend of the Court								
Trial Court Administrative Support/Court Recorder								
Child Support Specialist	7	\$48,683.86	\$50,266.74	\$51,848.99	\$53,431.04	\$55,012.67	\$56,594.93	\$58,178.22
Court Administrative Coordinator								
Judicial Secretary to the Chief Judge-Scheduling Clerk								
Lead Enforcement Caseworker-Friend of the Court								
Investigator-Friend of the Court	8	\$53,552.30	\$55,293.47	\$57,034.02	\$58,773.94	\$60,514.48	\$62,255.02	\$63,994.94
Probation Officer-District Court								
Probation Officer-Juvenile Court								
Support Enforcement Officer								
Juvenile Probation Officer/ Adoption Caseworker	9	\$60,246.78	\$62,205.31	\$64,163.01	\$66,121.33	\$68,079.02	\$70,037.14	\$71,994.62
Lead Investigator-Friend of the Court								
Lead Probation Officer-District Court								
Office Coordinator-Friend of the Court								
Senior Probation Intake Officer-Juvenile Court								
Chief Probation Officer-Dist. Court	10	\$67,778.12	\$69,980.52	\$72,182.93	\$74,386.25	\$76,588.88	\$78,791.07	\$80,994.85
Intake Hearing Officer/Referee								

APPENDIX F:

GRADE ORDER LIST TRANSITION TRACKING

The data in this appendix displays the old grade order list and the old rate structure as well as the new grade order list and the new rate structure to facilitate tracking the changes.

COURT BARGAINING UNIT WAGES, REALLOCATIONS, AND NEW CLASSIFICATIONS PROPOSED IN MGT STUDY (TRANSITION)

Job Class		Transition Tracking							
		(Combines data from MGT Study applied to APPENDIX A page 43 of Agreement with MAPE 1/21/2023-12/31/2025)							
Title #	Job Class Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	Court Clerk <i>(MGT recommends 1 position to be reclassified to Court.Clk/Recorder Assistant at Grade 4)</i>	3	\$36,454.91	\$37,640.10	\$38,824.24	\$40,009.42	\$41,193.98	\$42,378.34	\$43,563.52
2	Deputy District Court Clerk <i>(MGT recommends 1 position be reclassified to Senior Deputy District Court Clerk - District Court at grade 4)</i>		\$40,289.60	\$41,496.00	\$42,744.00	\$44,012.80	\$45,344.00	\$46,696.00	\$48,089.60
3	Friend of the Court Clerk								
4	Account Clerk Central Services	4	\$39,189.28	\$40,462.86	\$41,736.45	\$43,010.03	\$44,283.41	\$44,556.99	\$46,830.58
5	Account Clerk District Court		\$42,324.42	\$43,699.89	\$45,075.37	\$46,450.83	\$47,826.08	\$49,203.47	\$50,577.03
6	Court Clerk/Recorder Assistant <i>(MGT proposed reclassification)</i> fm 3								
	Deputy District Court Clerk/Office Technician <i>no longer to be staffed</i>								
	Deputy District Court Clerk/Probation Secretary <i>no longer to be staffed</i>								
	Deputy Probate Register to 5								
7	District Court Probation Coordinator <i>(pre-MGT reclass)</i>								
8	District Court Senior Deputy Clerk <i>(MGT proposed reclassification)</i> fm 3								
9	Friend of the Court Lead Clerk								
	Lead Deputy Court Clerk-District Court <i>no longer to be staffed</i>								
10	Reimbursement and Collections Clerk								
11	Secretary Circuit Court								
	Court Recorder	5	\$42,127.70	\$43,497.58	\$44,866.64	\$46,235.07	\$47,605.38	\$48,974.02	\$50,343.07
	Deputy Juvenile Register/Court Recorder	to 6	\$44,655.36	\$46,107.43	\$47,558.64	\$49,009.17	\$50,461.70	\$51,912.46	\$53,363.65
12	Deputy Probate Register	fm 4							
	Division Leader-District Court	to 6							
13	Secretary-Friend of the Court								
	Caseworker-Friend of the Court	to 7	\$45,287.42	\$46,759.23	\$48,231.25	\$49,703.00	\$51,175.07	\$52,647.71	\$54,119.31
14	Chief Account Clerk -District Court		\$47,551.79	\$49,097.19	\$50,642.81	\$52,188.64	\$53,733.82	\$55,280.10	\$56,825.28
15	Chief Account Clerk-Friend of the Court								
	Circuit Court Administrative Secretary-Court Recorder	to 7							
16	Court Recorder	fm 5							
17	Deputy Juvenile Register/Court Recorder	fm 5							
	District Court Division Coordinator	to 7							
18	Division Leader-District Court	fm 5							
	Judicial Secretary Assignment Clerk <i>(title change 2 psn)</i>	to 7							
	Judicial Secretary/Court Recorder-District Court <i>(title change)</i>	to 7							
	Referee Coordinator-Friend of the Court	to 7							
	Trial Court Administrative Support/Court Recorder	to 7							
19	Caseworker-Friend of the Court	fm 6	\$48,683.86	\$50,266.74	\$51,848.99	\$53,431.04	\$55,012.67	\$56,594.93	\$58,178.22
20	Child Support Specialist		\$51,117.53	\$52,780.08	\$54,441.44	\$56,102.59	\$57,763.30	\$59,424.68	\$61,087.13
21	Circuit Court Administrative Secretary Court Recorder	fm 6							
22	Court Administrative Coordinator								
23	District Court Division Coordinator	fm 6							
24	Judicial Secretary Assignment Clerk	fm 6							
25	Judicial Secretary/Court Recorder - District Court	fm 6							
	Judicial Secretary to the Chief Judge-Scheduling Clerk	to 8							
	Lead Enforcement Case Worker-Friend of the Court	to 8							
26	Referee Coordinator Friend of the Court	fm 6							
27	Trial Court Administrative Support/Court Recorder	fm 6							
28	Investigator-Friend of the Court	8	\$53,552.30	\$55,293.47	\$57,034.02	\$58,773.94	\$60,514.48	\$62,255.02	\$63,994.94
29	Judicial Secretary to the Chief Judge Scheduling Clerk	Fm 7	\$55,663.19	\$57,505.21	\$59,315.38	\$61,124.90	\$62,935.06	\$64,745.22	\$66,554.74
30	Lead Enforcement Case Worker Friend of the Court	Fm 7							
31	Probation Officer-District Court								
32	Probation Officer-Juvenile Court								
33	Support Enforcement Officer								

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		9	\$60,246.78	\$62,205.31	\$64,163.01	\$66,121.33	\$68,079.02	\$70,037.14	\$71,994.62
34	Juvenile Probation Officer/Adoption Caseworker		\$62,054.18	\$64,071.47	\$66,087.90	\$68,104.97	\$70,121.39	\$72,138.25	\$74,154.46
35	Lead Investigator-Friend of the Court								
36	Lead Probation Officer-District Court								
	Office Coordinator-Friend of the Court	to 10							
37	Senior Probation Intake Officer-Juvenile Court								
		10	\$67,778.12	\$69,980.52	\$72,182.93	\$74,386.25	\$76,588.88	\$78,791.07	\$80,994.85
38	Chief Probation Officer-Dist. Court		\$69,811.46	\$72,079.94	\$74,348.42	\$76,617.84	\$78,886.55	\$81,154.80	\$83,424.70
39	Intake Hearing Officer/Referee								
40	Office Coordinator - Friend of the Court	fm 9							

APPENDIX G:

GRADE ORDER LIST POST-STUDY PAY PLAN

The data in this appendix displays the grade order of the job classifications and rates after implementation of the recommendations.

COURT BARGAINING UNIT WAGES, REALLOCATIONS, AND NEW CLASSIFICATIONS PROPOSED IN MGT STUDY (POST-TRANSITION)**Job Class**

(Combines data from MGT Study applied to APPENDIX A page 43 of Agreement with MAPE 1/21/2023-12/31/2025)

Title #	Job Class Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	Court Clerk	3	\$40,289.60	\$41,496.00	\$42,744.00	\$44,012.80	\$45,344.00	\$46,696.00	\$48,089.60
2	Deputy District Court Clerk								
3	Friend of the Court Clerk								
4	Account Clerk Central Services	4	\$42,324.42	\$43,699.89	\$45,075.37	\$46,450.83	\$47,826.08	\$49,203.47	\$50,577.03
5	Account Clerk District Court								
6	Court Clerk/Recorder Assistant								
7	District Court Probation Coordinator								
8	District Court Senior Deputy Clerk								
9	Friend of the Court Lead Clerk								
10	Reimbursement and Collections Clerk								
11	Secretary Circuit Court								
12	Deputy Probate Register	5	\$44,655.36	\$46,107.43	\$47,558.64	\$49,009.17	\$50,461.70	\$51,912.46	\$53,363.65
13	Secretary-Friend of the Court								
14	Chief Account Clerk-District Court	6	\$47,545.68	\$49,087.74	\$50,642.81	\$52,194.94	\$53,733.82	\$55,280.10	\$56,825.28
15	Chief Account Clerk-Friend of the Court								
16	Court Recorder								
17	Deputy Juvenile Register/Court Recorder								
18	Division Leader-District Court								
19	Caseworker-Friend of the Court	7	\$51,117.53	\$52,780.08	\$54,441.44	\$56,102.59	\$57,763.30	\$59,424.68	\$61,087.13
20	Child Support Specialist								
21	Circuit Court Administrative Secretary Court Recorder								
22	Court Administrative Coordinator								
23	District Court Division Coordinator								
24	Judicial Secretary Assignment Clerk								
25	Judicial Secretary/Court Recorder - District Court								
26	Referee Coordinator Friend of the Court								
27	Trial Court Administrative Support / Court Recorder								
28	Investigator-Friend of the Court	8	\$55,663.19	\$57,505.21	\$59,315.38	\$61,124.90	\$62,935.06	\$64,745.22	\$66,554.74
29	Judicial Secretary to the Chief Judge Scheduling Clerk								
30	Lead Enforcement Case Worker Friend of the Court								
31	Probation Officer-District Court								
32	Probation Officer-Juvenile Court								
33	Support Enforcement Officer								
34	Juvenile Probation Officer/Adoption Caseworker	9	\$62,054.18	\$64,071.47	\$66,087.90	\$68,104.97	\$70,121.39	\$72,138.25	\$74,154.46
35	Lead Investigator-Friend of the Court								
36	Lead Probation Officer-District Court								
37	Senior Probation Intake Officer-Juvenile Court								
38	Chief Probation Officer-District Court	10	\$69,811.46	\$72,079.94	\$74,348.42	\$76,617.84	\$78,886.55	\$81,154.80	\$83,424.70
39	Intake Hearing Officer/Referee								
40	Office Coordinator - Friend of the Court								

APPENDIX H:

CUSTOM MARKET SURVEY RESULTS

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Account Clerk Central Services	Allegan County	Account Clerk Circuit Court	\$46,758.40	\$53,965.60	\$61,172.80	
	Berrien County	Account Clerk III	\$29,744.00	\$35,297.60	\$40,851.20	
	Ingham County	Account Clerk Circuit Court	\$37,939.20	\$41,579.20	\$45,219.20	
	Jackson County	Account Clerk	\$36,129.60	\$40,664.00	\$45,198.40	
	Kalamazoo County	No information available				
	Monroe County	Account Clerk	\$37,980.80	\$42,744.00	\$47,507.20	
	Muskegon County	Accounting Technician	\$35,380.80	\$43,212.00	\$51,043.20	
	Ottawa County	Account Specialist	\$41,184.00	\$47,361.60	\$53,539.20	
	Saginaw County	Account Specialist II	\$36,795.20	\$42,629.60	\$48,464.00	
	St Clair County	Finance Clerk	\$43,222.40	\$50,055.20	\$56,888.00	

AVERAGE \$38,348.27 \$44,167.64 \$49,987.02 \$44,167.64

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Account Clerk - District Court	Allegan County	Account Clerk Circuit Court	\$46,758.40	\$53,965.60	\$61,172.80	
	Berrien County	Account Clerk III	\$29,744.00	\$35,297.60	\$40,851.20	
	Ingham County	Account Clerk Circuit Court	\$38,251.20	\$42,099.20	\$45,947.20	
	Jackson County	Account Clerk	\$36,129.60	\$40,664.00	\$45,198.40	
	Kalamazoo County	No information available				
	Monroe County	Account Clerk	\$37,980.80	\$42,744.00	\$47,507.20	
	Muskegon County	Accounting Technician	\$35,380.80	\$43,212.00	\$51,043.20	
	Ottawa County	Account Specialist	\$41,184.00	\$47,361.60	\$53,539.20	
	Saginaw County	Account Specialist III District Court	\$39,374.40	\$45,614.40	\$51,854.40	
	St Clair County	Finance Clerk	\$43,222.40	\$50,055.20	\$56,888.00	

AVERAGE \$38,669.51 \$44,557.07 \$50,444.62 \$44,557.07

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Caseworker - Friend of the Court	Allegan County	No information available				
	Berrien County	No information available				
	Ingham County	No information available				
	Jackson County	Caseworker-FOC	\$55,868.80	\$62,847.20	\$69,825.60	
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	Caseworker II-FOC	\$35,838.40	\$43,628.00	\$51,417.60	
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	No information available				

AVERAGE \$45,853.60 \$53,237.60 \$60,621.60 \$53,237.60

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Chief Account Clerk - District Court	Allegan County	Chief Account Clerk Admin Asst.	\$46,758.40	\$53,965.60	\$61,172.80	
	Berrien County	Account Clerk III	\$29,744.00	\$35,297.60	\$40,851.20	
	Ingham County	Account Clerk II FOC	\$38,251.20	\$42,099.20	\$45,947.20	
	Jackson County	Account Financial Specilist-FOC	\$37,960.00	\$42,712.80	\$47,465.60	
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	Accounting Technician	\$35,380.80	\$43,212.00	\$51,043.20	
	Ottawa County	No information available				
	Saginaw County	Chief Account Specialist	\$45,094.40	\$52,239.20	\$59,384.00	
	St Clair County	No information available				

AVERAGE \$38,864.80 \$44,921.07 \$50,977.33 \$44,921.07

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
	Allegan County	Client Financial Services Clerk FOC	\$42,952.00	\$49,566.40	\$56,180.80	

Chief Account Clerk - Friend of the Court	Berrien County	Finance Clerk	\$32,718.40	\$37,679.20	\$42,640.00	
	Ingham County	No information available				
	Jackson County	Account Financial Specialist-FOC	\$37,960.00	\$42,712.80	\$47,465.60	
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	No information available				
	Ottawa County	No information available				
	Saginaw County	Chief Account Specialist-FOC	\$45,094.40	\$52,239.20	\$59,384.00	
	St Clair County	No information available				
AVERAGE			\$39,681.20	\$45,549.40	\$51,417.60	\$45,549.40

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Chief Probation Officer - District Court	Allegan County	Chief Probation Officer-District Court	\$65,374.40	\$76,762.40	\$88,150.40	
	Berrien County	No information available				
	Ingham County	Chief Probation Officer Spec. Court Coord.				
	Jackson County	No information available				
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	Chief Probation Officer	\$49,961.60	\$56,461.60	\$62,961.60	
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	Officer Chief Probation	\$59,176.00	\$68,515.20	\$77,854.40	
AVERAGE			\$58,170.67	\$67,246.40	\$76,322.13	\$67,246.40

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Child Support Specialist	Allegan County	Child Support Investigator	\$50,544.00	\$58,323.20	\$66,102.40	
	Berrien County	No information available				
	Ingham County	No information available				
	Jackson County	Support Services Representative-FOC	\$37,960.00	\$42,712.80	\$47,465.60	
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	Child Support Specialist	\$32,448.00	\$39,228.80	\$46,009.60	
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	No information available				
AVERAGE			\$40,317.33	\$46,754.93	\$53,192.53	\$46,754.93

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Circuit Court Administrative Secretary/Court Recorder	Allegan County	Secretary	\$42,952.00	\$49,566.40	\$56,180.80	
	Berrien County	No information available				
	Ingham County	Court Reporter Circuit Court				
	Jackson County	Secretary	\$39,852.80	\$43,596.80	\$47,340.80	
	Kalamazoo County	No information available				
	Monroe County	Secretary	\$35,089.60	\$39,488.80	\$43,888.00	
	Muskegon County	No information available				
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	No information available				
AVERAGE			\$39,298.13	\$44,217.33	\$49,136.53	\$44,217.33

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
	Allegan County	No information available				
	Berrien County	No information available				
	Ingham County	No information available				

Court Administrative Coordinator	Jackson County	No information available				
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	Chief Deputy Administrative Clerk	\$60,091.20	\$68,026.40	\$75,961.60	
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	Court Clerk III	\$44,969.60	\$52,072.80	\$59,176.00	
AVERAGE			\$52,530.40	\$60,049.60	\$67,568.80	\$60,049.60

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Court Clerk	Allegan County	Lead Court Clerk	\$54,350.40	\$62,701.60	\$71,052.80	
	Berrien County	Deputy Circuit Court Clerk I	\$29,744.00	\$34,257.60	\$38,771.20	
	Ingham County	District Court Clerk	\$38,251.20	\$42,099.20	\$45,947.20	
	Jackson County	Deputy County Clerk-Court Clerk	\$37,960.00	\$42,712.80	\$47,465.60	
	Kalamazoo County	Courtroom Clerk	\$32,531.20	\$36,566.40	\$40,601.60	
	Monroe County	No information available				
	Muskegon County	Circuit Court Clerk	\$32,219.20	\$35,921.60	\$39,624.00	
	Ottawa County	Circuit Court Clerk	\$38,500.80	\$44,272.80	\$50,044.80	
	Saginaw County	No information available				
	St Clair County	Court Clerk I	\$31,574.40	\$36,483.20	\$41,392.00	
AVERAGE			\$36,891.40	\$41,876.90	\$46,862.40	\$41,876.90

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Court Recorder	Allegan County	Court Recorder/Judicial Secretary	\$46,758.40	\$53,965.60	\$61,172.80	
	Berrien County	No information available				
	Ingham County	Court Recorder	\$46,716.80	\$51,407.20	\$56,097.60	
	Jackson County	No information available				
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	Court Recorder	\$37,876.80	\$43,919.20	\$49,961.60	
	Ottawa County	Court Recorder Technology Specialist	\$47,174.40	\$54,246.40	\$61,318.40	
	Saginaw County	Court Recorder	\$34,403.20	\$39,852.80	\$45,302.40	
	St Clair County	Court Recorder	\$48,630.40	\$56,316.00	\$64,001.60	
AVERAGE			\$43,593.33	\$49,951.20	\$56,309.07	\$49,951.20

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Deputy District Court Clerk/Probation Secretary	Allegan County	Assistant Chief District Court Clerk	\$42,952.00	\$49,566.40	\$56,180.80	
	Berrien County	No information available				
	Ingham County	District Court Clerk	\$38,251.20	\$42,099.20	\$45,947.20	
	Jackson County	Deputy District Court Clerk	\$37,960.00	\$42,712.80	\$47,465.60	
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	No information available				
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	No information available				
AVERAGE			\$39,721.07	\$44,792.80	\$49,864.53	\$44,792.80

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
	Allegan County	Deputy District Court Clerk	\$42,952.00	\$49,566.40	\$56,180.80	
	Berrien County	Senior Deputy Circuit Court Clerk	\$32,718.40	\$37,679.20	\$42,640.00	
	Ingham County	No information available				
	Jackson County	Deputy District Court Clerk	\$37,960.00	\$42,712.80	\$47,465.60	
	Kalamazoo County	No information available				

Deputy District Court Clerk	Monroe County	No information available				
	Muskegon County	No information available				
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	District Court Clerk III	\$36,961.60	\$42,702.40	\$48,443.20	
AVERAGE			\$37,648.00	\$43,165.20	\$48,682.40	\$43,165.20

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Deputy Juvenile Register/Court Recorder	Allegan County	Court Recorder/Judicial Secretary	\$46,758.40	\$53,965.60	\$61,172.80	
	Berrien County	No information available				
	Ingham County	Court Recorder	\$46,716.80	\$51,407.20	\$56,097.60	
	Jackson County	No information available				
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	Court Recorder	\$37,876.80	\$43,919.20	\$49,961.60	
	Ottawa County	Court Recorder Technology Specialist	\$47,174.40	\$54,246.40	\$61,318.40	
	Saginaw County	Court Recorder	\$34,403.20	\$39,852.80	\$45,302.40	
	St Clair County	Court Recorder	\$48,630.40	\$56,316.00	\$64,001.60	
AVERAGE			\$43,593.33	\$49,951.20	\$56,309.07	\$49,951.20

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Deputy Probate Register	Allegan County	Deputy Probate Register II	\$46,758.40	\$53,965.60	\$61,172.80	
	Berrien County	No information available				
	Ingham County	No information available				
	Jackson County	Deputy Probate Register - Probate Court	\$36,129.60	\$40,664.00	\$45,198.40	
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	Deputy Probate Register	\$41,537.60	\$46,914.40	\$52,291.20	
	Ottawa County	Deputy Probate Register	\$38,500.80	\$44,272.80	\$50,044.80	
	Saginaw County	No information available				
	St Clair County	Probate Register	\$54,704.00	\$66,279.20	\$77,854.40	
AVERAGE			\$43,526.08	\$50,419.20	\$57,312.32	\$50,419.20

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
District Court Coordinator	Allegan County	District Court Administrator				
	Berrien County	No information available				
	Ingham County	District Court Administrator				
	Jackson County	No information available				
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	No information available				
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	No information available				
AVERAGE			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
District Court Lead Deputy Clerk	Allegan County	Deputy District Court Clerk	\$42,952.00	\$49,566.40	\$56,180.80	
	Berrien County	No information available				
	Ingham County	Deputy Circuit Court Clerk	\$43,742.40	\$48,131.20	\$52,520.00	
	Jackson County	No information available				
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	No information available				

Ottawa County No information available
 Saginaw County No information available
 St Clair County No information available

AVERAGE \$43,347.20 \$48,848.80 \$54,350.40 \$48,848.80

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Division Leader - District Court	Allegan County	No information available				
	Berrien County	No information available				
	Ingham County	No information available				
	Jackson County	No information available				
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	No information available				
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	No information available				

AVERAGE #DIV/0! #DIV/0! #DIV/0! #DIV/0!

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Friend of the Court Clerk	Allegan County	FOC Clerk II	\$42,952.00	\$49,566.40	\$56,180.80	
	Berrien County	No information available				
	Ingham County	No information available				
	Jackson County	No information available				
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	No information available				
	Ottawa County	Friend of the Court Clerk I	\$35,984.00	\$41,371.20	\$46,758.40	
	Saginaw County	No information available				
	St Clair County	No information available				

AVERAGE \$39,468.00 \$45,468.80 \$51,469.60 \$45,468.80

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Friend of the Court Lead Clerk	Allegan County	FOC Clerk II	\$42,952.00	\$49,566.40	\$56,180.80	
	Berrien County	No information available				
	Ingham County	No information available				
	Jackson County	Senior Account Clerk Family Court	\$41,995.20	\$47,257.60	\$52,520.00	
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	Friend of the Court Clerk II	\$38,500.80	\$45,510.40	\$52,520.00	
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	No information available				

AVERAGE \$41,149.33 \$47,444.80 \$53,740.27 \$47,444.80

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Investigator - Friend of the Court	Allegan County	FOC Investigator/Conciliator	\$54,350.40	\$62,701.60	\$71,052.80	
	Berrien County	No information available				
	Ingham County	Investigator	\$50,294.40	\$55,348.80	\$60,403.20	
	Jackson County	Investigator	\$48,339.20	\$54,392.00	\$60,444.80	
	Kalamazoo County	No information available				
	Monroe County	Investigator	\$51,459.20	\$57,876.00	\$64,292.80	
	Muskegon County	No information available				
	Ottawa County	FOC Investigator	\$57,865.60	\$66,560.00	\$75,254.40	
	Saginaw County	No information available				

St Clair County FOC-Investigator \$48,630.40 \$56,316.00 \$64,001.60

AVERAGE \$51,823.20 \$58,865.73 \$65,908.27 \$58,865.73

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Judicial Secretary/Assignment Clerk	Allegan County	Assignment and Scheduling Clerk	\$42,952.00	\$49,566.40	\$56,180.80	
	Berrien County	No information available				
	Ingham County	No information available				
	Jackson County	No information available				
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	No information available				
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	No information available				
AVERAGE			\$42,952.00	\$49,566.40	\$56,180.80	\$49,566.40

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Juvenile Probation Officer - Adoption Caseworker	Allegan County	Probation Officer	\$54,350.40	\$62,701.60	\$71,052.80	
	Berrien County	No information available				
	Ingham County	Probation Officer	\$54,496.00	\$59,966.40	\$65,436.80	
	Jackson County	Probation Officer	\$61,464.00	\$66,622.40	\$71,780.80	
	Kalamazoo County	Juvenile Probation Officer II	\$49,753.60	\$57,220.80	\$64,688.00	
	Monroe County	Probation Officer	\$48,963.20	\$55,078.40	\$61,193.60	
	Muskegon County	Probation Officer II Family Court	\$35,484.80	\$43,201.60	\$50,918.40	
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	Officer Probation	\$48,630.40	\$56,316.00	\$64,001.60	
AVERAGE			\$50,448.91	\$57,301.03	\$64,153.14	\$57,301.03

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Lead Enforcement Caseworker	Allegan County	Enforcement Specialist	\$50,544.00	\$58,323.20	\$66,102.40	
	Berrien County	No information available				
	Ingham County	Casework Supervisor	\$65,041.60	\$71,572.80	\$78,104.00	
	Jackson County	Enforcement Specialist	\$44,990.40	\$50,606.40	\$56,222.40	
	Kalamazoo County	No information available				
	Monroe County	Enforcement Specialist	\$44,241.60	\$49,764.00	\$55,286.40	
	Muskegon County	Lead Enforcement Officer	\$42,910.40	\$48,620.00	\$54,329.60	
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	No information available				
AVERAGE			\$49,545.60	\$55,777.28	\$62,008.96	\$55,777.28

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Lead Investigator - Friend of the Court	Allegan County	No informaton available				
	Berrien County	No informaton available				
	Ingham County	No informaton available				
	Jackson County	No information available				
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	No information available				
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	No information available				

		AVERAGE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Lead Probation Officer - District Court	Allegan County	No informaton available				
	Berrien County	No informaton available				
	Ingham County	No informaton available				
	Jackson County	No information available				
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	Probation Officer Manager	\$43,763.20	\$49,576.80	\$55,390.40	
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	No information available				
		AVERAGE	\$43,763.20	\$49,576.80	\$55,390.40	\$49,576.80
Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Office Coordinator - Friend of the Court	Allegan County	No informatio available				
	Berrien County	Officer Coordinator/Legal Secretary	\$32,718.40	\$37,679.20	\$42,640.00	
	Ingham County	Officer Coordinator Circuit Court	\$54,496.00	\$59,966.40	\$65,436.80	
	Jackson County	No information available				
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	No information available				
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	No information available				
		AVERAGE	\$43,607.20	\$48,822.80	\$54,038.40	\$48,822.80
Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Probation Officer - District Court	Allegan County	Probation Officer	\$54,350.40	\$62,701.60	\$71,052.80	
	Berrien County	No information available				
	Ingham County	Probation Officer	\$54,496.00	\$59,966.40	\$65,436.80	
	Jackson County	Probation Officer	\$61,464.00	\$66,622.40	\$71,780.80	
	Kalamazoo County	No information available				
	Monroe County	Probation Officer	\$51,459.20	\$57,876.00	\$64,292.80	
	Muskegon County	Probation Officer-District Court	\$46,363.20	\$52,384.80	\$58,406.40	
	Ottawa County	No information available				
	Saginaw County	Probation Officer	\$52,665.60	\$58,718.40	\$64,771.20	
	St Clair County	No information available				
		AVERAGE	\$53,466.40	\$59,711.60	\$65,956.80	\$59,711.60
Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Probation Officer - Juvenile Court	Allegan County	Probation Officer	\$54,350.40	\$62,701.60	\$71,052.80	
	Berrien County	No information available				
	Ingham County	Probation Officer	\$54,496.00	\$59,966.40	\$65,436.80	
	Jackson County	Probation Officer	\$61,464.00	\$66,622.40	\$71,780.80	
	Kalamazoo County	Juvenile Probation Officer II	\$49,753.60	\$57,220.80	\$64,688.00	
	Monroe County	Probation Officer	\$51,459.20	\$57,876.00	\$64,292.80	
	Muskegon County	No information available				
	Ottawa County	No information available				
	Saginaw County	Juvenile Probation Officer	\$49,212.80	\$53,123.20	\$57,033.60	
	St Clair County	No information available				
		AVERAGE	\$53,456.00	\$59,585.07	\$65,714.13	\$59,585.07

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Referee Coordinator - Friend of the Court	Allegan County	No information available				
	Berrien County	No information available				
	Ingham County	No information available				
	Jackson County	No information available				
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	No information available				
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	No information available				

AVERAGE #DIV/0! #DIV/0! #DIV/0! #DIV/0!

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Reimbursements and Collections Clerk - Juvenile Court	Allegan County	No information available				
	Berrien County	No information available				
	Ingham County	No information available				
	Jackson County	Court Collections Officer-District Court	\$42,827.20	\$48,204.00	\$53,580.80	
	Kalamazoo County	No information available				
	Monroe County	No information available				
	Muskegon County	No information available				
	Ottawa County	Collections Officer	\$40,539.20	\$45,936.80	\$51,334.40	
	Saginaw County	No information available				
	St Clair County	No information available				

AVERAGE \$41,683.20 \$47,070.40 \$52,457.60 \$47,070.40

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Secretary - Circuit Court	Allegan County	Secretary	\$42,952.00	\$49,566.40	\$56,180.80	
	Berrien County	No information available				
	Ingham County	No information available				
	Jackson County	Secretary	\$39,852.80	\$43,596.80	\$47,340.80	
	Kalamazoo County	No information available				
	Monroe County	Secretary	\$35,089.60	\$39,488.80	\$43,888.00	
	Muskegon County	No information available				
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	Secretary-Judicial	\$44,969.60	\$52,072.80	\$59,176.00	

AVERAGE \$40,716.00 \$46,181.20 \$51,646.40 \$46,181.20

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
Secretary - Friend of the Court	Allegan County	Secretary	\$42,952.00	\$49,566.40	\$56,180.80	
	Berrien County	No information available				
	Ingham County	No information available				
	Jackson County	Secretary	\$39,852.80	\$43,596.80	\$47,340.80	
	Kalamazoo County	No information available				
	Monroe County	Secretary	\$35,089.60	\$39,488.80	\$43,888.00	
	Muskegon County	No information available				
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	Secretary-Judicial	\$44,969.60	\$52,072.80	\$59,176.00	

AVERAGE \$40,716.00 \$46,181.20 \$51,646.40 \$46,181.20

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
	Allegan County	No information available	\$54,350.40	\$62,701.60	\$71,052.80	

Senior Probation Intake Officer - Juvenile Court	Berrien County	No information available
	Ingham County	No information available
	Jackson County	No information available
	Kalamazoo County	No information available
	Monroe County	No information available
	Muskegon County	No information available
	Ottawa County	No information available
	Saginaw County	No information available
St Clair County	No information available	

AVERAGE \$54,350.40 \$62,701.60 \$71,052.80 \$62,701.60

Livingston County Title	Organization	Matching Title	Min	Mid	Max	Actual Average
	Allegan County	Enforcement Specialist	\$50,544.00	\$58,323.20	\$66,102.40	
	Berrien County	No information available				
	Ingham County	No information available				
	Jackson County	Enforcement Specialist	\$44,990.40	\$50,606.40	\$56,222.40	
	Kalamazoo County	No information available				
Support Enforcement Officer	Monroe County	No information available				
	Muskegon County	Collections Officer	\$40,539.20	\$45,936.80	\$51,334.40	
	Ottawa County	No information available				
	Saginaw County	No information available				
	St Clair County	No information available				
						Su
			AVERAGE \$45,357.87	\$51,622.13	\$57,886.40	\$51,622.13

Exhibit 10

Circuit Court Judges

Michael P. Hatty, Chief Judge
Circuit and District Courts

L. Suzanne Geddis
Matthew J. McGivney



Livingston County Trial Courts
204 S. HIGHLANDER WAY, HOWELL, MI 48843

Probate Court Judge

Miriam A. Cavanaugh, Chief Judge
Probate Court

District Court Judges

Shauna N. Murphy
Daniel B. Bain

MEMORANDUM

TO: Livingston County Administration

FROM: Livingston County Courts' Administration

RE: 2024/2025 Budget

DATE: August 7, 2023

The Administration of the Livingston County Courts are pleased to present the attached budget for the 2024 and 2025 fiscal years. Each budget item has been carefully considered, both the reasonableness of the cost and whether that cost has or will help the Courts fulfill our constitutional mission to efficiently and effectively provide Livingston County fair and equal access to justice.

The budget is comprehensive and detailed. It includes expansion and inflation budgeting concepts coupled with the Courts' continued return to pre-pandemic levels. However, there are three broad topics that warrant specific context and discussion.

The first issue is that in January, the Courts entered into a new three-year contract with the Michigan Association of Public Employees. That contract provided for a compensation study of all the Court positions represented by MAPE and that the contract would then be re-opened to incorporate those findings. This compensation study is near completion. The budget being presented includes an estimated impact that incorporates both wages and fringe benefits as a result of that study. This is an estimation because the study is not yet completed and re-negotiations have not yet commenced. Information will be shared as the final budget impact comes into focus. However, it should be noted that the ultimate implementation of this process is paramount to the operation of the Courts. We are experiencing increasing difficulty in recruiting and retaining employees due to the ability for people in the current labor market to earn more money for similar work, sometimes with greater flexibility. We are not just experiencing this pressure from other public and private employers. Many of our employees leave positions with the Courts for jobs within Livingston County. The Courts are not alone in feeling this squeeze in a tight labor market. However, due to the nature of the Courts' operations, we are unique because we lack the capacity to offer the increasing flexibility that jobseekers have come to expect. This really leaves us with one realistic option to attract the talent needed to operate the Courts, that is compensation.

The next topic we would like to address is funding for the Livingston County Specialty Courts, specifically the Adult Drug Treatment Court. Due to operational efficiencies enacted over the last several years, these Courts have been able to increase the number of program participants and

decrease the recidivism of program graduates. The most recent data from 2021 shows that over three years, only 4 percent of Livingston County Adult Drug Treatment Court graduates were convicted of a new offense. That compares to a 25 percent general recidivism rate throughout the state and a 9 percent recidivism rate from drug treatment courts in other Michigan counties. This has created a real financial benefit for Livingston County, as providing programming that keeps 20 individuals out of jail prevents the need to spend \$377,775 of taxpayer dollars in direct costs to house jail inmates. This savings increases to \$499,649 when expanded to include all Livingston County Adult Drug Court participants. This is without attempting to calculate the indirect benefits of having these individuals continuing to work and contribute to the community.

This programming has been completely funded by state and federal grants, including administrative costs. However, the funds available in these grants to cover compensation costs continues to decrease due to inflation of program service costs and changes in funding guidelines. This increased strain will impact the success of our Specialty Courts. Thus, moving the 86.5% portion of the Specialty Court Administrator's compensation back into the general fund would secure this quality programming for years to come for a cost that is still exceeded by the savings enjoyed as a direct benefit to the County. At the same time, it would allow the programs to spend their grant moneys in a manner that would have potential to increase their effectiveness even more.

Finally, we feel the need to point out that that the County's increased interdepartmental charges have created a scenario where only a portion of the Courts' allocation is actually able to be spent on the other increased costs and expenses the Courts are experiencing, including those discussed above. While we understand the issues that have led to this increase in charges, without these increases the Courts' budget request would be substantially lower. We would also like to point out that the County will be experiencing an immediate cashflow benefit from the change in how the State Court Administrative Office is funding its case management software, but the Courts' budget will not completely realize this benefit for another two years. Again, the Courts understand that these issues are beyond the County's control. However, they should be considered when reviewing the budget requested.

If there are any questions about any of the information discussed in this memo or concerning any aspect of the Courts' requested budget, please do not hesitate to contact us.

Thank you,

Daniel J. DuChene
Circuit Court Administrator

Deborah Shaw
Juvenile & Probate Court Administrator

Marisa Lutz
District Court Administrator

Heather L. McCray-Germain
Court Financial Officer

Exhibit 11

Finance and Asset Management Committee

Special Meeting Minutes



October 30, 2023, 6:00 p.m.
Hybrid In-Person and Virtual Meeting
304 E. Grand River Ave., Board Chambers, Howell, Michigan
Zoom Virtual Meeting ID: 399-700-0062 / Password: LCBOC
<https://us02web.zoom.us/j/3997000062>

Members Present: Nick Fiani, David Domas, Frank Sample, Wes Nakagiri, Jay Drick, Roger Deaton, Martin Smith, Jay Gross

Members Absent: Douglas Helzerman

1. Call Meeting to Order

The meeting was called to order by the Committee Chair, Commissioner Fiani, at 6:00 p.m.

2. Pledge of Allegiance to the Flag

3. Roll Call

Roll call by the recording secretary indicated the presence of a quorum.

4. Approval of Agenda

Moved by: D. Domas
Seconded by: R. Deaton

Yes (8): N. Fiani, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, and J. Gross
No (0): None; Absent (1): D. Helzerman

Motion Carried (8-0-1)

5. Call to the Public

The following persons addressed the Board: Hon. Michael Hatty, Brighton Township & Chief Judge.

6. Resolution for Consideration

6.1 Board of Commissioners

Resolution Adopting the 2024 Livingston County Operating Budget

Motion to recommend to the Board of Commissioners the Resolution Adopting the 2024 Livingston County Operating Budget for the meeting on December 11, 2023.

Moved by: D. Domas
Seconded by: R. Deaton

Discussion

Amendment: Motion to amend budget to remove the proposed six additional 19 HR Irregular drivers for the LETS Department.

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It was moved by W. Nakagiri
Seconded by F. Sample

Discussion. Motion and Second withdrawn.

Motion Withdrawn

Amendment: Motion to amend the budget to include that the hiring of the proposed six additional 19 HR Irregular Drivers for the LETS Department is contingent upon approval of an agreement by the Board of Commissioners.

It was moved by W. Nakagiri
Seconded by F. Sample

Discussion.

Yes (8): N. Fiani, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, and J. Gross; No (0): None; Absent (1): D. Helzerman

Motion Carried (8-0-1)

Amendment: Motion to amend the 2024 Budget to reduce the Courts allocation by \$200,000.

It was moved by J. Drick
Seconded by F. Sample

Discussion.

Yes (6): N. Fiani, F. Sample, W. Nakagiri, J. Drick, R. Deaton, and J. Gross
No (2): D. Domas, and M. Smith; Absent (1): D. Helzerman

Motion Carried (6-2-1)

Amendment: Motion to amend the proposed budget to eliminate the request for an additional Assistant Prosecuting Attorney.

It was moved by W. Nakagiri
Seconded by: None.

Motion Failed

Amendment: Motion to amend the 2024 Budget to include the addition of an Assistant Prosecuting Attorney I, effective after the July 2024 BAR Exam

It was moved by J. Drick
Seconded by F. Sample

Discussion.

Yes (6): N. Fiani, D. Domas, F. Sample, J. Drick, J. Gross, and M. Smith
No (2): W. Nakagiri, and R. Deaton; Absent (1): D. Helzerman

Motion Carried (6-2-1)

Amendment: Motion to amend the budget to eliminate the renewal of memberships with local chambers of commerce.

It was moved by J. Drick
Seconded by F. Sample

Discussion.

RECEIVED by MCOA 3/11/2024 2:41:14 PM

Yes (1): J. Drick ; No (7): N. Fiani, D. Domas, F. Sample, W. Nakagiri, R. Deaton, M. Smith, and J. Gross; Absent (1): D. Helzerman

Motion Failed (1-7-1)

Main Motion: Motion to recommend to the Board of Commissioners the amended Resolution Adopting the 2024 Livingston County Operating Budget for the meeting on December 11, 2023.

Yes (8): N. Fiani, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, and J. Gross; No (0): None; Absent (1): D. Helzerman

Motion Carried (8-0-1)

7. Adjournment

Motion to adjourn the meeting at 6:53 p.m.

It was moved by M. Smith
Seconded by R. Deaton

Yes (8): N. Fiani, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, and J. Gross
No (0): None; Absent (1): D. Helzerman

Motion Carried (8-0-1)



Natalie Hunt, Recording Secretary

Exhibit 12

Fraser, John

From: pdhouk <pdhouk@comcast.net>
Sent: Monday, March 11, 2024 10:01 AM
To: Fraser, John
Subject: RE: Livingston County Courts

*** EXTERNAL ***

Counsel:

This reply will serve as my confirmation that representatives of the Livingston County Courts and the Livingston County Board of Commissioner's mediated from 10:00am until 4:45pm on March 5, but were unable to reach a settlement of their dispute.

I apologize for the manner of this late reply, however I am on the road in Florida.

Peter D. Houk.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Fraser, John" <JWFraser@dykema.com>
Date: 3/11/24 9:03 AM (GMT-05:00)
To: peter houk <pdhouk@comcast.net>
Subject: RE: Livingston County Courts

Good morning Judge Houk,

Just following up here. Any chance you could kindly prepare a short letter just indicating that the parties were unable to reach a resolution at mediation?

Thanks very much in advance for your time.

Best,

John

John W. Fraser

Member

D 517-374-9140 ▪ M 586-651-7390
JWFraser@dykema.com ▪ dykema.com

BIO VCARD LINKEDIN

201 Townsend Street, Suite 900
Lansing, Michigan 48933



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Neither this information block, the typed name of the sender, nor anything else in this message is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.

From: Fraser, John
Sent: Friday, March 8, 2024 7:54 AM
To: 'peter houk' <pdhouk@comcast.net>; Matt Nordfjord <mnordi@cstmlaw.com>
Subject: RE: Livingston County Courts

Good morning Judge Houk,

MCL 141.436(9) and MCL 141.438(6) require the Court to include a written certification from the mediator that the parties were unable to resolve the issues by mediation with its complaint. Could you kindly prepare a short letter indicating to that effect?

Thanks in advance and thank you again for your efforts in this matter.

Best,

John

From: peter houk <pdhouk@comcast.net>
Sent: Thursday, March 7, 2024 2:36 PM

RECEIVED by MCOA 3/11/2024 2:41:14 PM

To: Matt Nordfjord <mnordi@cstmlaw.com>; Fraser, John <JWFraser@dykema.com>

Subject: Livingston County Courts

***** EXTERNAL *****

Gentlemen, please find attached my invoice for the mediation conducted on March 5, 2024.

Thank you.

Peter Houk

RECEIVED by MCOA 3/11/2024 2:41:14 PM

Exhibit 13

AFFIDAVIT OF HEATHER MCCRAY-GERMAIN

Affiant, Heather McCray-Germain, being first duly sworn, deposes and states:

1. I am an individual at least 18 years of age and competent to testify to the matters set forth herein.
2. I am the Court Financial Officer ("CFO") for the Livingston County District, Circuit, and Probate Courts (collectively, "Livingston Courts").
3. I have served in this position since June of 2018.
4. I graduated with a BBA in Accounting from Northwood University in 1988 and have worked professionally as an accountant since July 1, 1984.
5. In addition, I received my Certified Fraud Examiner credential from the Association of Certified Fraud Examiners in December 2003.
6. In my role as CFO, I am responsible for the following tasks and duties, including but not limited to:
 - a. Directing the Courts' financial division, including Juvenile, Probate, District, and Specialty Courts, Community Corrections, and Central Services.
 - b. Prepare, review, analyze, and makes recommendations to the Court Administrators and Judges regarding financial and budgetary matters. Submit reports, reconciliations, work papers, communications, schedules, tables, and/or statements to and from internal departments, financial institutions, and external agencies.

- c. Assign and delegate responsibility for assignment of work, direct personnel, evaluate performance of assigned employees and assure necessary training and professional development. Recommend disciplinary action according to established procedures.
 - d. Prepare the Courts' annual budget, prepare related operational and financial reports, recommends and prepares Court budget amendments and/or transfers, and consolidate related information according to County policies and procedures.
 - e. Supervise the accounts receivable functions of the Juvenile, Probate, and District Courts, including related trust and agency accounts, while adhering to Court rules, policies, and procedures.
 - f. Audit the processes, practices, and related operations of departments to eliminate inefficiencies, ensure proper controls are established, and recommends appropriate changes.
 - g. Analyze and review financial data for compliance with County accounting policies and procedures and assist in developing related policies and procedures.
 - h. Analyze, reconcile, validate, audit, compile, and calculate a variety of financial data and transactions.
 - i. Respond to audit requests or requests for information from other agencies that require a full working knowledge of accounting principles and practices.
 - j. Keep abreast of legislative and regulatory developments, new administrative techniques, and current issues through continued education and professional growth. Attend conferences, workshops, and seminars as appropriate.
7. Accordingly, I am intimately familiar with the budgetary needs of the Livingston Courts.

8. I have reviewed and am familiar with the Fiscal Year 2024 Budget adopted by the Livingston County Board of Commissioners (hereinafter the "FY 2024 Budget").
9. I have prepared a preliminary comparative analysis ("Preliminary Comparative Analysis") of the FY 2024 Budget, which compares the FY 2024 budget against the actual budget spent by the Livingston Courts in 2023, and the 2024 Budget proposed by the Livingston Courts to the Livingston County administration and Board of Commissioners. (Affidavit Exhibit 1 – Preliminary Comparative Analysis).
10. The Preliminary Comparative Analysis shows on a line-item basis the actual 2023 spend per line item in the first column, the Livingston Courts' 2024 proposed budget in the middle column, and the FY 2024 Budget in the third column.
11. Based on my training, education, and experience serving as the CFO since 2018, the FY 2024 Budget fails to provide serviceable funding for the Livingston Courts in part for the reasons briefly articulated in the "Comment" section of the Preliminary Comparative Analysis.
12. For the avoidance of doubt, the Preliminary Comparative Analysis is not and should not be considered an exhaustive analysis, and there may be other reasons or additional considerations as to why the FY 2024 Budget does not provide a serviceable level of funding. The Comment section was prepared only to provide a brief description of why the line item fails to provide serviceable funding and does not represent a complete analysis or description of my concerns with FY 2024 Budget.
13. I am available and willing to testify as to any of the facts contained in this affidavit if requested.
14. Further Affiant sayeth not.

Heather McCray-Germain
Heather McCray-Germain

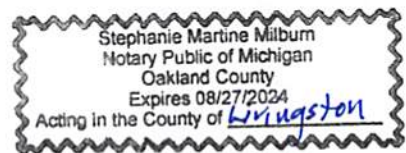
Date: 3/8/2024

STATE OF MICHIGAN)
) s.s.
COUNTY OF LIVINGSTON)

Subscribed and sworn by Heather McCray-Germain before me this 8th day of March, 2024, in Livingston County, State of Michigan.

Stephanie Martine Milburn
/s/

Printed Name: Stephanie Martine Milburn
Notary Public, State of Michigan, County of Oakland
My commission expires 08/27/2024
Acting in the County of Livingston



Initialed: HMG

AFFIDAVIT EXHIBIT 1
TO AFFIDAVIT OF HEATHER MCCRAY-GERMAIN

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Fund: 101 - GENERAL FUND

CENTRAL

	2023 Actuals*	2024 Proposed	2024 Adopted	COMMENT
OFFICE SUPPLIES	1,224	2,520	1,020	2024 INCLUDES IDENTIFIED NON-RECURRING CASH OFFICE SUPPLIES THAT SUPPORT THE ESSENTIAL FUNCTIONS OF RECEIPTING, NOTICING, COLLECTIONS AND DISTRICT COURT CHECK WRITING
PUBLICATIONS & SUBSCRIPTIONS	51,850	49,827	49,827	2023 HIGHER THEN PROPOSED DUE TO BOOK CONTRACT
POSTAGE/METER FEES	63,747	69,502	65,502	2024 INCR DUE TO CIVIL L/T NOTICING CHANGE, REQUIRING ADDL MAILINGS PLUS USPS RATE INCR
UNIFORMS	596	112	112	2023 UP DUE TO NEED
SUPPLIES - OPERATING EQUIPMENT	11,806	10,001	5,001	ANTICIPATED 2024 RETIREMENTS AND TURNOVER WILL CAUSE ADDL EQUIPMENT NEEDS
OPERATING EQUIP - COPIERS	0	7,000	0	REPLACEMENT FOR COPIER THAT IS NO LONGER SERVICABLE PER XEOROX (NO PARTS/NO TONER)
OPER SUPPLIES - COURT SECURITY	10,215	5,300	2,650	CUT ELIMINATES NEW EE BACKGROUND CHECKS & TESTING ESSENTIAL TO COURT SECURITY
OP SUPPLIES & EQUIP	138,214	141,742	123,092	2023 GREATER THAN PROPOSED DUE TO TURNOVER
VISTING JUDGES	1,854	0	0	STARTING IN 2024 THIS ACCOUNT WILL BE CONSOLIDATED WITH CIRC COURT VISITING JUDGE ACCT.
JURY FEES	112,062	148,405	123,635	2024 BASED ON ANTICIPATED CASELOAD COMBINED WITH UPWARD TREND IN CASES GOING TO TRIAL
MEMBERSHIP DUES	540	535	0	BAR & PROF DUES - MUST PAY AS PART OF AS PART OF EE COMP PKG
WITNESS FEES	4,638	7,200	3,201	2024 BASED ON ANTICIPATED CASELOAD COMBINED WITH UPWARD TREND IN CASES GOING TO TRIAL
OTHER EXP & CHARGES	117,240	156,140	126,836	
OTHER CONTRACT SVS	31,934	17,340	17,340	2023 HIGHER THAN PROPOSED DUE TO SPIKE IN TRIALS REQG TRANSLATORS & PAYMENT ON WAGE STUDY
LAUNDRY/DRYCLEANING	1,528	1,752	1,252	2024 INCR DUE TO NEW COUNTY-WIDE CONTRACTED RATES WHICH ARE HIGHER THAN 2023
CONTRACT SERVICES	33,462	19,092	18,592	
OP SUPPLIES & EQUIP R/M	19,815	16,550	15,000	ACCT HOUSES COPIER COSTS; INCR OVER PROPOSED DUE TO INCR VOLUME CAUSED BY 2023 NOTICING MANDATE
NEW IT HARDWARE/SOFTWARE	21,917	13,256	3,500	SIMILAR TO 2023, JAVS CAMERA & IT REPLACEMENTS NOT COVERED BY COUNTY IMPACTING COURT SAFETY
MILEAGE REIMB..	177	490	164	2023 LOWER THEN NORMAL DUE TO STAFF TURNOVER
IN-STATE TRAVEL	187	410	410	2023 LOWER THEN NORMAL DUE TO STAFF TURNOVER
OUT OF STATE TRAVEL	0	250	0	2023 LOWER THEN NORMAL DUE TO STAFF TURNOVER
TRAVEL	364	1,150	574	
TRAINING	1,167	699	399	2023 HAS SOME NONRECURRING EDUCATION; 2024 REQ INCLS UNLIMITED TRAING SUBSCRIPTION

*Actuals as of 03.07.2024. Subject to change, year end not officially closed until completion of annual audit in June 2024.

Fund: 101 - GENERAL FUND

CIRCUIT

	2023 Actuals*	2024 Proposed	2024 Adopted	COMMENT
OFFICE SUPPLIES	7,131	8,000	5,000	
OPERATING EQUIPMENT - SOFTWARE	204	820	170	2024 = ANNUAL ADOBE SUBSCRIPTIONS; 2023 FORCED TO GO TO SUBSCRIPTION + ZOOM ACCT
UNIFORMS	0	3,390	0	2024 NEW ROBES FOR JUDGES + MONTHLY CLEANING
OP SUPPLIES & EQUIP	204	4,210	170	
ATTORNEY FEES-INDIGENT	15,815	12,000	12,000	2023 EXCEEDS 2024 PROPOSED DUE TO COMMUNITY HAVING UNATICIPATED INCREASE IN NEED
VISITING JUDGES	829	6,750	1,750	PROPOSED 2024 = 1 WEEK COVERAGE x 3 JUDGES AT CURRENT DAILY RATE OF \$405.00
PROFESSIONAL SERV	16,644	18,750	13,750	
MEMBERSHIP DUES	3,613	4,380	3,945	BAR & PROF DUES - MUST PAY AS PART OF AS PART OF EE COMP PKG
OTHER EXP & CHARGES	3,613	4,380	3,945	
IN-STATE TRAVEL	5,587	5,220	2,220	REQUIRED JUDICIAL CONFERENCES FOR 3 JUDGES AND MODEL CODE OF CONDUCT TRAININGS FOR STAFF
MILEAGE REIMB..	1,957	3,611	1,611	2024 LODGING & MILEAGE BASED ON CONF LOCATIONS
TRAVEL	7,544	8,831	3,831	
TRAINING	660	1,490	575	REQUIRED JUDICIAL CONFERENCES AND MODEL CODE OF CONDUCT TRAININGS FOR STAFF

APPELLATE

	2023 Actuals*	2024 Court	2024 Adopted	COMMENT
PROFESSIONAL SERV - INDIGENT ATTYS	56,296	41,000	41,000	MORE FUNDING NEEDED THEN PROJECTION DUE TO MAACS ADOPTION OF MIDC RATES
OTHER EXP & CHARGES - TRANSCRIPTS	20,537	25,000	20,000	ANTICIPATED INCREASE IN TRANSCRIPT REQUESTS BASED ON HISTORICALS WHEN NEW JUDGE TAKES BENCH AND/OR A JUDGE RETIRES

*Actuals as of 03.07.2024. Subject to change, year end not officially closed until completion of annual audit in June 2024.

Fund: 101 - GENERAL FUND

JUVENILE

NOTE: RTA ACCOUNTS SHOULD NOT BE CUT AS THEY ARE 100% REIMBURSEABLE

	2023 Actuals*	2024 Proposed	2024 Adopted	COMMENT
OFFICE SUPPLIES	3,022	6,015	1,015	2023 ACTUALS ARE DOWN DUE TO TURN OVER - 3YR AVER FOR ACCT \$4550 (23/22/21)
OFFICE SUPPLIES - RTA	87	472	272	
OFFICE SUPPLIES	3,109	6,487	1,287	
OPERATING EQUIPMENT - SOFTWARE	505	10,850	851	2024 INCLS CASE MANAGEMENT SOFTWARE CONTRACT PREV PAID BY GRANT; REQUIRED BY CCF BUT NOT CCF ELIGIBLES. S/WARE PROVIDES APPROPRIATE LEVEL OF SERVICE INFORMATION NECESSARY TO BE IN COMPLIANCE WITH CCF REPTG GUIDELINES
OP SUPPLIES & EQUIP	505	10,850	851	
OTHER CONTRACT SERVICES	4,395	7,950	5,950	2024 PROPOSED BASED ON ANTICIPATED CASELOAD NEEDS
OTHER CONTRACT SERVICES-RTA	5,000	4,200	4,200	2024 PROPOSED BASED ON ANTICIPATED CASELOAD NEEDS
CONTRACT SERVICES	9,395	12,150	10,150	
ATTORNEY FEES-INDIGENT	125,185	252,800	225,869	2024 INCRD AS THESE ARE FEE FOR SERVICES CONTR IMPACTED BY CASE TYPE & LOAD; INCLS \$50k RECL FOR NON ELIGIBLE CPLR. NOTE: CPLR GRANT COVERED OVER \$59K OF ATTY FEES FOR 2023; HAVE TO APPLY ANNUALLY 2024 PROPOSED BASED ON ANTICIPATED CASELOAD NEEDS 2024 PROPOSED BASED ON ANTICIPATED CASELOAD NEEDS ACCOUNT CREATED AFTER PRESENTATION; FUNDED FROM ATTY INDIGENT THRU \$50k RECL
ATTORNEY FEES-DELINQNT	27,600	38,400	30,000	
ATTORNEY FEES-DELINQNT -RTA	6,000	6,000	4,000	
ATTORNEY FEES-NON CPLR ELIGIBLE	44,156	0	0	
PROFESSIONAL SERV	202,941	297,200	259,869	
TRANSCRIPTS/STENO	6,264	12,000	7,000	2024 PROPOSED BASED ON ANTICIPATED CASELOAD NEEDS
TRANSCRIPTS/STENO-RTA	0	500	0	2024 PROPOSED BASED ON ANTICIPATED CASELOAD NEEDS
MEMBERSHIP DUES	1,230	1,315	1,315	BAR & PROF DUES - MUST PAY AS PART OF AS PART OF EE COMP PKG
LEGAL NOTICES	2,047	1,560	1,560	2023 EXCEEDS 2024 PROJECTION DUE TO CASE LOAD
LEGAL NOTICES-RTA	0	260	0	2024 PROPOSED BASED ON ANTICIPATED CASELOAD NEEDS
OTHER EXP & CHARGES	9,541	15,635	9,875	
COMPUTERS & PHONES	3,878	1,865	1,865	ANNUAL HEINSCHIEN UPDATE
IN-STATE TRAVEL	2,092	4,720	1,654	CUTS ELIMINATE REQUIRED JUDICIAL CONFERENCES AND MODEL CODE OF CONDUCT TRAININGS
MILEAGE REIMB..	2,699	5,356	2,017	2023 ALL COMPONENTS OF CATEGORY LOWER THEN NORMAL DUE TO STAFF TURNOVER
DAILY MEAL REIMBURSEMENT	0	192	0	2024 PLACEMENTS WILL REQUIRE TRANSPORTER TO BE FED DUE TO ROUND TRIP IN EXCESS OF 4 HOURS
TRAVEL	4,791	10,268	3,671	
EMPLOYEE PROFESSIONAL	468	3,255	968	REQUIRED JUDICIAL CONFERENCES AND MODEL CODE OF CONDUCT TRAININGS; 2023 DOWN DUE TO TURN OVER
EMPLOYEE PROFESSIONAL - RTA	1,267	750	750	2023 FIRST YEAR AVAILABLE
TRAINING	1,735	4,005	1,718	

*Actuals as of 03.07.2024. Subject to change, year end not officially closed until completion of annual audit in June 2024.

Fund: 101 - GENERAL FUND

DISTRICT

	2023 Actuals*	2024 Proposed	2024 Adopted	COMMENT
OFFICE SUPPLIES	31,628	33,855	26,000	2024 HAS ADDITIONAL COSTS DUE TO CHANGES TO NOTICING AND LANDLORD/TENANT MANDATES
OPERATING EQUIPMENT - SOFTWARE	2,182	1,840	1,840	2023 INCLS NEW ZOOM/ADOBE PUT IN PLACE SINCE 09.2023 BDGT REQUEST
PUBS & SUBS	0	100	0	PROPOSED 2024 INCLS NEW REFERENCE RESOURCE ESSENTIAL TO PERFORMING COURT FUNCTIONS
SUPPLIES OPERATING EQUIPMENT	5,592	750	50	PROPOSED 2024 NEW TIME STAMP NEEDED TO REPLACE ONE AGING OUT; 2023 ONE TIME REPLACMT OF CHAIRS
UNIFORMS	0	1,300	0	2024 NEW ROBES FOR JUDGES + MONTHLY CLEANING
OP SUPPLIES & EQUIP	7,774	3,990	1,890	
OTHER CONTRACT SERVICES	14,852	16,684	16,684	2024 INCREASED AS THESE ARE FEE FOR SERVICES CONTR IMPACTED BY CASE TYPE & LOAD
TRANSCRIPTS/STENO	771	2,500	1,000	2024 PROPOSED BASED ON ANTICIPATED CASELOAD NEEDS
MEMBERSHIP DUES	3,795	4,020	4,020	BAR & PROF DUES - MUST PAY AS PART OF AS PART OF EE COMP PKG
CONTRACT SERVICES - COURT ORDERED - INDIGENT	4,356	24,900	19,900	MANDATED EXPENSE - BDGT FOR 2 CASES PER MONTH QUALIFYING FOR INDIGENCY
OTHER EXP & CHARGES	23,774	48,104	41,604	
ATTORNEY FEES-INDIGENT	0	6,000	0	MANDATED EXPENSE: 2024 PROPOSED BASED ON ANTICIPATED CASELOAD NEEDS
VISITING JUDGES	415	4,500	1,500	PROPOSED = 1 WEEK COVERAGE x 2 JUDGES AT CURRENT DAILY RATE OF \$405.00 + 1 DAY MAGISTRATE
PROFESSIONAL SERV	415	10,500	1,500	
OFFICE EQUIPMENT R&M	0	1,750	0	FUNDS MUST BE ON HAND IN ORDER TO SERVICE COURT ROOM EQUIP ESSENTIAL TO OPERATIONS
IN-STATE TRAVEL	2,701	7,405	2,405	CUTS ELIMINATE REQUIRED JUDICIAL CONFERENCES AND MODEL CONDUCT TRAININGS
MILEAGE REIMB..	1,663	4,320	1,322	2023 ALL COMPONENTS OF CATEGORY LOWER THEN NORMAL DUE TO STAFF TURNOVER
TRAVEL	4,364	11,725	3,727	IT SHOULD BE NOTED THAT 2023 BUDGET WAS REVISED DOWNWARD MID-YEAR DUE TO STAFF TURNOVER. 2023 IS NOT AN ACCURATE REPRESENTATION OF NEED
TRAINING	2,120	4,855	2,055	CUTS ELIMINATE RELATED CONFERENCE FEES FOR REQUIRED JUDICIAL CONFERENCES AND MODEL CONDUCT TRAININGS. 2023 LOWER THEN ANTICIPATED DUE TO STAFF TURNOVER

*Actuals as of 03.07.2024. Subject to change, year end not officially closed until completion of annual audit in June 2024.

Fund: 101 - GENERAL FUND**PROBATE**

	2023 Actuals*	2024 Proposed	2024 Adopted	COMMENT
OFFICE SUPPLIES	5,789	7,600	6,000	DOES NOT MEET COURTS NEEDS TO PERFORM REQUIRED FUNCTIONS BASED ON 2023 ACTUALS
ATTORNEY FEES-INDIGENT	45,770	52,050	52,050	AS 2024 ALSO HAS ADDITIONAL COST OF BI ANNUAL CASE FOLDERS 2024 PROPOSED BASED ON ANTICIPATED CASELOAD NEEDS
UNIFORMS	409	890	0	2024 NEW ROBES FOR JUDGE + MONTHLY CLEANING
NEW IT HARDWARE/SOFTWARE	0	8,003	0	ON BASE CASE FILE MGMT ANNUAL MAINTENANCE - AN ESSENTIAL CONTRACTED COST 2023 LAST YEAR TO BE PAID BY GRANT. COUNTY IT AWARE OF THIS.
TRAINING	549	1,390	549	REQUIRED JUDICIAL CONFERENCES AND MODEL CODE OF CONDUCT TRAININGS; 2023 DOWN DUE TO TURN OVER

*Actuals as of 03.07.2024. Subject to change, year end not officially closed until completion of annual audit in June 2024.

Exhibit 14

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Approve and Implement the Results of the MGT of America Consulting, LLC. Classification and Compensation Study Effective 1/1/24 for Court Union Employees —Courts

WHEREAS, the Livingston County Courts last conducted a wage study in 2017; and

WHEREAS, in order to remain competitive and able to retain and recruit a talented workforce, the Livingston County Courts entered into a contract in 3/23 with MGT of America Consulting, LLC to conduct the study; and

WHEREAS, MGT of America Consulting, LLC. conducted a classification and compensation study systematically using established practices regarding job evaluation, gathering market data and applying their findings via standard means of measurement, using the same methodology used in the Nonunion wage study in October 2022; and

WHEREAS, MGT of America Consulting, LLC. has consistently sought input and provided feedback to the Livingston County Courts throughout the project via meetings, correspondence, and conferences; and

WHEREAS, MGT of America Consulting, LLC. has completed the classification and compensation study based on the fundamental principles of wage and salary administration and the proper evaluation of internal and external pay factors, concurred with by the, Livingston County Courts Administrators, Chief Judges, and Human Resources and based on the terms of the agreement for service; and

WHEREAS, the Chief Judges of the Livingston County Courts have reviewed the classification and compensation study and request the approval of the results and implementation; and

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the Classification and Compensation Study conducted by MGT of America Consulting, LLC. dated September, 2023, effective 1/1/24, only for employees currently and actively employed as of 1/1/24.

BE IT FURTHER RESOLVED that the classification changes, including title changes and reclassifications as described in the Classification and Compensation Study for Livingston County Final Report, dated September 2023, are hereby adopted.

BE IT FURTHER RESOLVED that individual employee whose current pay falls within the new grade shall be placed on the step closest to, but not less than, their current base pay.

BE IT FURTHER RESOLVED that for employees currently compensated above the range maximum (red circled) there shall be no adjustment to their base rate. Employees currently compensated below

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the new range minimum (reclassifications) shall be brought to the range minimum as a one-time adjustment, or the step on the new grade scale that gives them at least a 5% increase to their current pay, whichever is greater, effective 11/1/24.

BE IT FURTHER RESOLVED that the salary schedule was prepared without an across-the-board market adjustment for 2024. A previously bargained-for cost-of-living adjustment is 2%. If the Board of Commissioners approves a larger percentile across the board increase for non-union employees, that same percentile increase shall be applied to the Court union wage scale. Similarly, if any non-union employee receives any off-schedule payment in lieu of wages, members of the Court bargaining unit shall receive the same payment.

BE IT FURTHER RESOLVED should an employee or their supervisor feel the placement of a job within the classification or grade structure is incorrect, an appeal can be made to the Human Resources Department to reevaluate the position after a six (6) month waiting period following Board approval of this study.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorize any necessary budget amendments and transfers needed to effectuate the above

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MOVED:
SECONDED:
CARRIED:

J. L. Linn
9-26-23

Michael E. Yushkevich
9-26-23

Dellorah Law 9/26/2023

J. L. Linn 9/26/23
Melissa Schaner
P. R. 9/26/2023

Exhibit 15



Michigan Supreme Court

State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
517-373-0128

Thomas P. Boyd
State Court Administrator

January 29, 2024

VIA EMAIL ONLY

John Fraser
Dykema Gossett PLLC
Capitol View
201 Townsend Street, Suite 900
Lansing, MI 48933
jwfraser@dykema.com

Matt Nordfjord
Cohl, Stoker & Toskey, PC
601 N. Capitol Ave
Lansing, MI 48933
mnordi@estmlaw.com

Re: Livingston County Courts – Budget Dispute & MAPE Employee Compensation Matters –
Subject to MRE 408 - Mediator

Mr. Fraser and Mr. Nordfjord,

This letter is a follow up to my letter dated January 23, 2024, regarding the appointment of a mediator for the funding unit dispute between the Livingston County Courts and the Livingston County Board of Commissioners. While I understand that this issue is to be discussed at the Board of Commissioner's meeting on January 29, 2024, I wanted to communicate the name and contact information for the mediator to avoid any delay.

The mediator selected is retired Judge Peter Houk. His contact information is:

Hon. Peter D. Houk
P.O. Box 564
Dewitt, MI 48820-0564
(517) 230-2907
pdhouk@comcast.net

Please do not hesitate to contact my office should you have any questions.

Sincerely,

Thomas P. Boyd
State Court Administrator

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January 29, 2024

Page Two

cc: Hon. Michael P. Hatty, Chief Judge, Livingston County Circuit Court and District Courts
Hon. Miriam A. Cavanaugh, Chief Judge, Livingston County Probate Court
Hon. Peter D. Houk, Appointed Mediator
Daniel J. DuChene, Circuit Court Administrator
Marisa Lutz, District Court Administrator
Deborah Shaw, Juvenile and Probate Court Administrator
Melissa A. Scharrer, Friend of the Court
Tony Spokojny, Esq., Counsel for MAPE

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Exhibit 16

STATE OF MICHIGAN
COURT OF APPEALS

DETROIT PUBLIC SCHOOLS,

Respondent-Appellee,

v

TEAMSTERS LOCAL 214,

Charging Party-Appellee,

and

DENICE GREER and 194 MEMBERS OF
TEAMSTERS LOCAL 214,

Appellants.

UNPUBLISHED
October 15, 2013

No. 311218
MERC
LC No. 07-000252

Before: SERVITTO, P.J., and WHITBECK and OWENS, JJ.

PER CURIAM.

Appellants, individual members of Teamsters Local 214 (the Union), filed a motion to intervene in an unfair labor practice charge between the Union and Detroit Public Schools (DPS). The Michigan Employment Relations Commission (MERC) denied appellants' motion, concluding that they had no right to intervene because the duty to bargain in good faith is between the Union and the employer, not the employer and the individual employees. Appellants appeal as of right. We affirm.

Appellants were employed as security guards by DPS and were all members of the Union. In May 2005, DPS and the Union negotiated and ratified a concession in the form of 5.71 percent wage reduction. The wage concession was effective through June 30, 2006, at which time it was set to expire unless the parties agreed otherwise. According to DPS and the Union, the parties negotiated and ratified a successor agreement (the "2007 final offer") in the spring of 2007, which extended the 5.71 percent wage concession through June 30, 2007. The parties agreed to a reopener on the issue of wages for the period beginning July 1, 2007. If negotiations on the reopener failed to result in an agreement by June 30, 2007, wage rates would be restored to their pre-concession level effective July 1, 2007, subject to continued bargaining obligations on the reopener. DPS and the Union did not reach an agreement. DPS, however, unilaterally continued to apply the 5.71 percent wage reduction for work performed on and after

July 1, 2007. DPS and the Union continued to negotiate but failed to reach an agreement. Shortly thereafter, the Union filed an unfair labor practice charge against DPS, challenging the propriety of DPS's extension of the wage concession beyond July 1, 2007.

While the charge was pending in MERC, DPS terminated the 5.71 percent wage concession, effective January 15, 2008. DPS and the Union continued to bargain, and DPS proposed a 1.7 percent wage reduction for the remainder of the fiscal year, with no back pay for work performed between July 1, 2007 and January 15, 2008. The Union countered with a 1.2 percent wage reduction for the remainder of the fiscal year, also with no back pay. On February 15, 2008, DPS "passed an offer" which incorporated, among other things, the 1.2 percent concession proposed by the Union. The Union did not respond to that offer, but left the negotiations indicating that they would get back to DPS. When the Union did not respond, DPS advised the Union on March 6, 2008 that it "was declaring an impasse and implementing the 1.2% concession effective immediately." The Union did not return to bargaining and instead filed an amended unfair labor practice charge, challenging the propriety of the 1.2 percent wage reduction.

On May 19, 2011, an administrative law judge (ALJ) issued a decision and recommended order. The ALJ concluded that DPS's "failure to restore the proper wage rate on July 1, 2007, was both a unilateral change in wages . . . and a repudiation of an undisputed provision of the collective bargaining agreement in violation of the duty to bargain." However, the ALJ also concluded that DPS acted properly when it implemented the 1.2 percent wage reduction. The ALJ noted that DPS imposed the wage concession that the Union had proposed and found that there was a legitimate impasse in bargaining. The ALJ did not recommend awarding back pay for the period of July 1, 2007 through January 15, 2008, stating that the "imposition of the wage scheme in March 2008 obviated any back pay liability." Neither DPS nor the Union filed exceptions to the proposed order.

On June 13, 2011, appellants filed a motion to intervene and preliminary exceptions. Appellants asserted that the Union failed to discharge its duty of fair representation. Specifically, appellants noted that the Union and DPS stipulated that the union members ratified the 2007 final offer, which extended the 5.71 percent wage concession through June 30, 2007. However, appellants asserted that the 2007 final offer was never properly ratified, citing numerous alleged irregularities in the ratification process.

Nearly one year later, the MERC issued a final decision and order in which it adopted the ALJ's recommendation and denied appellants' motion to intervene. The MERC concluded that appellants lacked standing to pursue a charge against DPS because the duty to bargain is between the Union and the employer. Additionally, the MERC noted that appellants sought to become parties to the action and be aligned as charging parties because they were dissatisfied with the Union's representative. The MERC stated that appellants' dissatisfaction with the Union could not be resolved as part of the Union's charge against DPS. Rather, appellants had to file a separate action against the Union for breaching its duty of fair representation. Appellants moved for reconsideration, which the MERC denied. In doing so, the MERC noted that by the time appellants moved to intervene in the action, it was too late for appellants to file a claim against the Union relating to the Union's handling of the case because the six-month statute of limitations had expired. The MERC concluded that appellants could not bring a time-barred

claim by moving to intervene in the case. Subsequently, appellants filed the present appeal arguing that the MERC abused its discretion by denying their motion to intervene.

Generally, a decision regarding a motion to intervene is reviewed for an abuse of discretion, *Auto-Owners Ins Co v Keizer-Morris, Inc*, 284 Mich App 610, 612; 773 NW2d 267 (2009), except with regard to the MERC's rulings. We articulated the standards governing review of the MERC's rulings in *Branch Co Bd of Comm'rs v Int'l Union, United Auto, Aerospace & Agriculture Implement Workers of America, UAW*, 260 Mich App 189; 677 NW2d 333 (2003):

We review MERC decisions pursuant to Const 1963, art 6, § 28, and MCL 423.216(e). MERC's findings of fact are conclusive if they are supported by competent, material, and substantial evidence on the record considered as a whole. MERC's legal determinations may not be disturbed unless they violate a constitutional or statutory provision or they are based on a substantial and material error of law. In contrast to [] MERC's factual findings, its legal rulings are afforded a lesser degree of deference because review of legal questions remains de novo, even in MERC cases. [*Id.* at 192-193 (internal quotation marks and citations omitted) (omission by *Branch Co Bd of Comm'rs*).]

Appellants cite MCR 2.209(A)(3) to claim that they had a right to intervene in the action. However, MCR 2.209(A)(3) applies to civil court actions, and not administrative proceedings. See MCR 2.001. The applicable rule governing intervention in the MERC proceedings is Rule 157 of the Commission's General Rules, 2002 AACRS R 423.17, which provides, "persons having such an interest in the subject of the action that their presence in the action is essential to permit the commission to render complete relief shall be made parties and aligned as charging parties or respondents in accordance with their respective interests."

The Michigan Public Employment Relations Act (PERA), MCL 423.201 *et seq*, governs public labor relations. See *Detroit Fire Fighters Ass'n IAFF Local 344 v Detroit*, 482 Mich 18, 28; 753 NW2d 579 (2008). "One of PERA's primary purposes is to resolve labor-management strife through collective bargaining." *Id.* at 28-28 (internal quotation marks and citation omitted). Section 10(1)(e) of PERA provides that a public employer shall not "[r]efuse to bargain collectively with the *representatives* of its public employees, subject to the provisions of section 11." MCL 423.210(1)(e) (emphasis added). Section 11 of PERA further provides, in relevant part:

Representatives designated or selected for purposes of collective bargaining by the majority of the public employees in a unit appropriate for such purposes, *shall be the exclusive representatives* of all the public employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and shall be so recognized by the public employer [MCL 423.211 (emphasis added).]

The above provisions are clear and unambiguous and provide that the duty to bargain runs exclusively between the employer and the representative. In the present case, it is undisputed that the Union was the exclusive bargaining unit for the security officers. Therefore,

the duty to bargain was between DPS and the Union, not DPS and the individual officers. See *Wayne Co (Community Mental Health Agency)*, 21 MPER 73 (2008) (no exceptions), citing *Detroit Pub Schs*, 1985 MERC Lab Op 789; *City of Hazel Park*, 1979 MERC Lab Op 177; *Old Mills Tavern Hotel, Inc*, 1975 MERC Lab Op 171 (“[A]n individual employee cannot assert that an employer has violated its duty to bargain in good faith with the employee’s bargaining representative because the obligation to bargain runs between the employer and the exclusive bargaining representative. An individual employee cannot assert the claims of his or her union.”). Because the Union represented appellants’ interests in the action, their presence was not essential for the MERC to render relief. Thus, appellants have no right to pursue an unfair labor practice charge against DPS. Their allegations that the Union violated its duty of fair representation should have been pursued in a separate action against the Union.

Affirmed.

/s/ Deborah A. Servitto
/s/ William C. Whitbeck
/s/ Donald S. Owens